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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Eloise Ackiss, et al.,

Plaintiffs,

v.

GENERAL MOTORS LLC, et al.,

Defendant.

Case No. 4:21-cv-06338-JST

AMENDED CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiffs, individually and on behalf of all others similarly situated (the “Class” or
 2 “Classes”), allege the following against General Motors LLC, General Motors Holdings LLC, and
 3 General Motors Company (collectively, “Defendants,” “GM,” or “New GM”) based, where
 4 applicable, on personal knowledge, information and belief, and the pre-filing investigation of
 5 counsel and their experts. Plaintiffs file this Amended Complaint as a matter of course, as no
 6 responsive pleading or Rule 12 motion has been served. *See* Fed. R. Civ. P. 15(a)(1)(B).

7 **I. INTRODUCTION**

8 1. Car crashes kill or seriously injure hundreds of thousands of people every year.
 9 Because of this risk, the federal government requires automobile manufacturers to include critical
 10 safety features—seatbelts and airbags—in all vehicles sold in the United States. This life-saving
 11 equipment has been mandatory in passenger vehicles since 1997. *See* 49 U.S.C. § 30127.

12 2. This case involves a dangerous defect that compromises these critical safety
 13 systems in millions of GM trucks and SUVs. When working properly, during a frontal crash of
 14 sufficient severity, the seatbelts should tighten to hold the vehicle occupants in place, and the
 15 airbags should inflate to protect them from hard impacts. A defect in GM trucks and SUVs,
 16 however, can prevent seatbelt tightening and airbag deployment during certain types of crashes,
 17 leaving vehicle occupants without protection exactly when they need it most.

18 3. The defect is contained in the vehicles’ airbag control unit, which is referred to by
 19 GM and herein as an “SDM” or “Sensing and Diagnostic Module.” The defect itself is referred to
 20 herein as the “SDM Calibration Defect.”

21 4. The SDM is a small computer connected to sensors placed throughout the vehicle.
 22 These sensors tell the SDM when they detect irregular behavior and, based on these signals, the
 23 SDM will fire the airbags and tighten seatbelts when needed in a crash.

24 5. In the Class Vehicles, GM calibrated the software program that controls the SDM
 25 to prevent airbag and seatbelt deployment just 45 milliseconds after a crash has begun.¹ This has
 26

27 ¹ The “Class Vehicles” include all vehicles in the United States that contain the SDM Calibration
 28 Defect that were (1) manufactured, sold, distributed, or leased by Defendants or (2)
 manufactured, sold, distributed, or leased by Old GM and purchased or leased by Plaintiffs or a
 Class member after July 10, 2009.

1 serious repercussions in real-world accidents that last longer than 45 milliseconds—such as
 2 accidents that involve multiple impacts, or that increase in severity over a period of time—in
 3 which the airbags and seatbelts in the Class Vehicles can fail.

4 6. GM made the decision to prematurely close the window for airbag deployment in
 5 the Class Vehicles in the late 1990s, overriding the concerns of a team from Delphi (then
 6 operating as Delco Electronics). A team of software engineers from Delco—which designed the
 7 SDM software program in the Class Vehicles—expressly warned Old GM in 1999 that preventing
 8 airbag and seatbelt deployment after 45 milliseconds was a reckless and dangerous design
 9 decision.² Old GM’s trucks group, which was in charge of design and development for trucks and
 10 SUVs, ignored this warning and insisted on using a defective SDM calibration that shuts off the
 11 airbags after 45 milliseconds. Tellingly, a separate team in charge of design and development for
 12 GM cars rejected this approach after hearing the Delco team’s concerns and included a much
 13 longer window (150 milliseconds) for the airbags and seatbelts to deploy in a crash for the
 14 vehicles they designed.

15 7. When it was formed in 2009, General Motors, LLC (“GM LLC”) acquired books,
 16 records, and personnel from Old GM that reflected this reckless decision to use the dangerous
 17 SDM calibration in its trucks and SUVs. Despite this acquired knowledge, GM continued to use
 18 Delco SDMs in its vehicles and, on information and belief, continued to use the defective
 19 calibration associated with those Delco SDMs as well.

20 8. Since it was formed, GM has continued to gain knowledge of the defect through
 21 individual lawsuits, consumer complaints, and its own investigations into serious crashes where
 22 the airbags and seatbelts failed to deploy in the Class Vehicles. As an example, documents in a
 23 personal-injury lawsuit filed against GM LLC in 2011 describe the defect in detail and relate Old
 24 GM’s reckless decision to use it. *See* § IV.C.3.a, *infra*.

25 9. Further, publicly available consumer complaints to the National Highway Traffic
 26 and Safety Administration (“NHTSA”) detail more than eight hundred instances where the
 27

28 ² As detailed further below, Old GM filed for bankruptcy in 2009, which led to the creation of the
 contemporary GM entities named as Defendants herein.

airbags and/or seatbelts suspiciously failed in the Class Vehicles during frontal crashes. Many of these reports specifically state that GM knew about and investigated the crash after the reported airbag failures. A separate NHTSA dataset indicates that, from 1999 to the present, at least 1,298 people were killed or injured in a frontal collision in which the airbags did not deploy in one of these vehicles. *See* IV.C.3.b, *infra*.

10. Despite its knowledge of the defect and its impact on safety, GM has concealed the defect and failed to recall or repair the Class Vehicles, presumably to avoid the significant costs and inconveniences of recalling millions of vehicles. GM has hidden the defect despite its obligation to disclose it, misrepresented the Class Vehicles to be safe, and continued to sell them to consumers.

11. Because of GM's failure to disclose the truth, consumers continue to purchase and drive Class Vehicles with the SDM Calibration Defect every day—on road trips, commutes, and weekend errands alike—unaware that their airbags and seatbelts may not operate in a prolonged frontal crash. This lawsuit seeks redress from GM for the damages incurred when Plaintiffs and proposed Class members paid for vehicles with a safety system that may fail them in life-threatening collisions.

II. PARTIES

A. Plaintiffs

12. For ease of reference, the following chart identifies the representative Plaintiffs and the state(s) in which they reside and purchased their Class Vehicles:

Representative Plaintiff	State of Purchase/Lease	State of Residence
Eloise Ackiss	GA	GA
Rachel Bailey	MI	MI
Richard Baker	MD	MD
Kerry Batman	KS	KS
Ric Batten	TX	TX
George Bayer	MI	MI
Jerome Blatt	IN	MN
Ira Bondsteel	TX	TX
Adam Brown	NY	NY

Representative Plaintiff	State of Purchase/Lease	State of Residence
David Casey	NC	NC
Christina Colatrisano	DE	DE
Delbert Dehne	IL	IL
Ashley Dheel	WA	WA
Travis Dieter	ID	ID
Greg Douthwaite	WI	WI
Ed Driggers, Jr.	GA	GA
Stephen Duncan	AK	AR
Douglas Dye	VA	VA
William Endress	PA	NJ
Lee Ford	NJ	NJ
William Free	FL	FL
Lisa Gerould	SC	SC
Alisha Gonzalez	MI	MI
Harryette Gosa	MS	MS
Rex Hartman	PA	PA
Judy Haviland	MI	MI
Bruce Heise	PA	PA
Zeckery Henslee	MI	MI
John Hickey	WV	WV
Kimberly Hickle	MN	MN
Randy Holdren	IL	FL
Kevin Hopkins	NV	NV
Kara Hummel	WA	WA
Aaron Jackson	AL	AL
David James	IN	IN
Gregory Juskiewicz	OH	OH
ShaVon Keith	NV	GA
Jason Klinger	NC	NC
Debra Knerr	VA	TN
Clarise Knight	FL	FL
Andrew Lawson	SC	SC
Eric Leeds	VA	NJ
Toni Lowe	FL	FL
Stephen Loyd	TN	AL
Angelica Mar	IL	IL
Allan Martin	LA	LA
Michael Merkley	ID	ID
Allan Miles	MS	MS
Stephen Miles	OR	OR

Representative Plaintiff	State of Purchase/Lease	State of Residence
James Milstead	CA	CA
Ira Nash	VA	VA
Patrick O'Connor	NY	NY
Jorge L. Orihuela	NJ	NJ
Gary Owens	TN	TN
Larry Paetzold	TX	TX
Ramiro Pereda	CA	CA
Delana Petersen	UT	UT
Frank Pignone	NY	NY
Dolly Price	MO	KS
Michael Romania	PA	PA
Donald Roxberry	OK	OK
Lakiesha Shears	CO	CO
David Stalcup	AR	AR
Larry Swafford	GA	GA
Brian Swann	OH	AL
Joseph Sweat	GA	GA
David Taylor	AL	AL
Walter Tooson	OH	OH
Richard Vargas	CA	CA
Warren Whitsey	IN	IN
Denise Wilson	MS	MS
Carl Wurmlinger	MI	MI

13. Plaintiff Eloise Ackiss (“Plaintiff” for the purposes of this paragraph) is an individual residing in Ellaville, GA. In or around summer 2015, Plaintiff purchased a pre-owned 2010 GMC Terrain SLE (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from a used car dealership in Georgia. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash and had no way of knowing that it contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or

1 would have paid less for it, if Defendants did not conceal material information about the defective
2 SDM calibration.

3 14. Plaintiff Rachel Bailey (“Plaintiff” for the purposes of this paragraph) is an
4 individual residing in Saginaw, MI. On or around 2020, Plaintiff purchased a 2011 GMC Terrain
5 SLT (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Cliff’s Chevrolet, located
6 in Adrian, MI. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
7 function in the event of a crash and had no way of knowing that it contained a dangerous and
8 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
9 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
10 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
11 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
12 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
13 have paid less for it, if Defendants did not conceal material information about the defective SDM
14 calibration.

15 15. Plaintiff Richard Baker (“Plaintiff” for the purposes of this paragraph) is an
16 individual residing in Ijamsville, MD. On or around 2012, Plaintiff purchased a 2012 GMC
17 Terrain (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Ideal Motors in
18 Frederick, MD. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
19 function in the event of a crash and had no way of knowing that it contained a dangerous and
20 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
21 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
22 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
23 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
24 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
25 have paid less for it, if Defendants did not conceal material information about the defective SDM
26 calibration.

27 16. Plaintiff Kerry Batman (“Plaintiff” for the purposes of this paragraph) is an
28 individual residing in Ashland, KS. In or around 2013, Plaintiff purchased a 2013 Chevrolet

Pickup 2500 HD (for purposes of Plaintiff's allegations, the "Class Vehicle") from Mcguirk Dealership in Dodge City, KS. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash and had no way of knowing that it contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective SDM calibration.

17. Plaintiff Ric Batten ("Plaintiff" for the purposes of this paragraph) is an individual residing in Arlington, TX. In or around 2016, Plaintiff purchased a 2011 GMC Crew Cab Pickup 2500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from a pre-owned Car Lot in the Greater Texas area. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash and had no way of knowing that it contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective SDM calibration.

18. Plaintiff George Bayer ("Plaintiff" for the purposes of this paragraph) is an individual residing in Lowell, MI. On or around 2014, Plaintiff purchased a 2014 GMC Sierra 1500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Whittenbag GMC, Lowell (now Betton Baker GMC) in Lowell, MI. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash and had no way of knowing that it contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to

1 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
2 commercials and reviews through television, radio, and the internet that touted the safety and
3 reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the
4 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
5 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
6 information about the defective SDM calibration.

7 19. Plaintiff Jerome Blatt ("Plaintiff" for the purposes of this paragraph) is an
8 individual residing in Eagan, MN. In or around 2019, Plaintiff purchased a 2014 GMC Sierra (for
9 purposes of Plaintiff's allegations, the "Class Vehicle") from a private party in Indiana. At the
10 time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a
11 crash and had no way of knowing that it contained a dangerous and defective SDM calibration
12 that could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring
13 the vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and the
14 internet that touted the safety and reliability of Plaintiff's vehicle and GM vehicles generally. GM
15 concealed the existence of the defective SDM calibration from consumers including Plaintiff.
16 Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if
17 Defendants did not conceal material information about the defective SDM calibration.

18 20. Plaintiff Ira Bondsteel ("Plaintiff" for the purposes of this paragraph) is an
19 individual residing in Webster, TX. In or about January 2018, Plaintiff purchased a 2012
20 Chevrolet Silverado 1500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from A1
21 Auto Finance, located in Kemah, TX. At the time, Plaintiff reasonably expected that the airbags
22 and seatbelts would function in the event of a crash and had no way of knowing that it contained a
23 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
24 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
25 reviews through television, radio, and the internet that touted the safety and reliability of
26 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
27 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
28

1 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
2 the defective SDM calibration.

3 21. Plaintiff Adam Brown (“Plaintiff” for the purposes of this paragraph) is an
4 individual residing in Beacon, NY. On or around July 2015, Plaintiff purchased a pre-owned 2012
5 GMC Yukon (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from a used car
6 dealership in New York, NY. At the time, Plaintiff reasonably expected that the airbags and
7 seatbelts would function in the event of a crash and had no way of knowing that it contained a
8 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
9 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
10 reviews through television, radio, and the internet that touted the safety and reliability of
11 Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
12 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
13 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
14 the defective SDM calibration.

15 22. Plaintiff David Casey (“Plaintiff” for the purposes of this paragraph) is an
16 individual residing in Pleasant Garden, NC. On or around February 17, 2021, Plaintiff purchased
17 a 2021 Chevrolet Silverado (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from
18 Powers Swain Chevrolet, located in Fayetteville, NC. At the time, Plaintiff reasonably expected
19 that the Vehicles’ airbags and seatbelts would function in the event of a crash and had no way of
20 knowing that it contained a dangerous and defective SDM calibration that could cause the airbags
21 and seatbelts to fail during a crash. To the contrary, before acquiring the Class Vehicle, Plaintiff
22 viewed or heard commercials and reviews through television, radio, and the internet that touted
23 the safety and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the
24 existence of the defective SDM calibration from consumers including Plaintiff. Plaintiff would
25 not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not
26 conceal material information about the defective SDM calibration.

27 23. Plaintiff Christina Colatriano (“Plaintiff” for the purposes of this paragraph) is an
28 individual residing in Delmar, DE. In or around 2018, Plaintiff purchased a 2013 Chevy Silverado

1 3500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Hertrich Buick/GMC in
2 Seaford, DE. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
3 function in the event of a crash and had no way of knowing that it contained a dangerous and
4 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
5 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
6 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
7 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
8 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
9 have paid less for it, if Defendants did not conceal material information about the defective SDM
10 calibration.

11 24. Plaintiff Delbert Dehne ("Plaintiff" for the purposes of this paragraph) is an
12 individual residing in East Peoria, IL. In or around 2013, Plaintiff purchased a 2013 Chevrolet
13 Silverado 1550 (for purposes of Plaintiff's allegations, the "Class Vehicle") from the Sam Leman
14 Dealership in Morton, IL. At the time, Plaintiff reasonably expected that the airbags and seatbelts
15 would function in the event of a crash and had no way of knowing that it contained a dangerous
16 and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To
17 the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews
18 through television, radio, and the internet that touted the safety and reliability of Plaintiff's
19 vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration
20 from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or
21 would have paid less for it, if Defendants did not conceal material information about the defective
22 SDM calibration.

23 25. Plaintiff Ashley Dheel ("Plaintiff" for the purposes of this paragraph) is an
24 individual residing in Lakewood, WA. In or about spring 2021, Plaintiff purchased a pre-owned
25 2010 GMC Acadia SLT (for purposes of Plaintiff's allegations, the "Class Vehicle") from JRS
26 Auto Sales in Tacoma, WA. At the time, Plaintiff reasonably expected that the airbags and
27 seatbelts would function in the event of a crash and had no way of knowing that it contained a
28 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during

1 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 2 reviews through television, radio, and the internet that touted the safety and reliability of
 3 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 4 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 5 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 6 the defective SDM calibration.

7 26. Plaintiff Travis Dieter ("Plaintiff" for the purposes of this paragraph) is an
 8 individual residing in Sandpoint, ID. On April 20, 2013, Plaintiff purchased a 2013 Chevrolet
 9 Silverado LTZ (for purposes of Plaintiff's allegations, the "Class Vehicle") from Taylor & Sons
 10 Chevrolet in Ponderay, ID. At the time, Plaintiff reasonably expected that the Vehicles' airbags
 11 and seatbelts would function in the event of a crash and had no way of knowing that it contained a
 12 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 13 a crash. To the contrary, before acquiring the Vehicle, Plaintiff viewed or heard commercials and
 14 reviews through television, radio, and the internet that touted the safety and reliability of
 15 Plaintiff's vehicle and GM vehicles generally. Plaintiff reviewed GM's promotional materials
 16 such as GM's website, sales brochures, television advertisements, Monroney sticker and spoke
 17 with at least one sales representative, none of which disclosed the SDM Calibration Defect. GM
 18 concealed the existence of the defective SDM calibration from consumers including Plaintiff.
 19 Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if
 20 Defendants did not conceal material information about the defective SDM calibration.

21 27. Plaintiff Greg Douthwaite ("Plaintiff" for the purposes of this paragraph) is an
 22 individual residing in Beaver Dam, WI. On or around 2016/2017, Plaintiff purchased a 2013
 23 Chevy Silverado 1500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from
 24 Countryside GM in Beaver Dam, WI. At the time, Plaintiff reasonably expected that the airbags
 25 and seatbelts would function in the event of a crash and had no way of knowing that it contained a
 26 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 27 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 28 reviews through television, radio, and the internet that touted the safety and reliability of

1 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 2 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 3 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 4 the defective SDM calibration.

5 28. Plaintiff Ed Driggers, Jr. ("Plaintiff" for the purposes of this paragraph) is an
 6 individual residing in Savannah, GA. On or around 2016, Plaintiff purchased a 2012 Chevy
 7 Silverado 1500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Metter Ford in
 8 Metter, GA. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
 9 function in the event of a crash and had no way of knowing that it contained a dangerous and
 10 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
 11 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
 12 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
 13 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
 14 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
 15 have paid less for it, if Defendants did not conceal material information about the defective SDM
 16 calibration.

17 29. Plaintiff Stephen Duncan ("Plaintiff" for the purposes of this paragraph) is an
 18 individual residing in Clinton, AR. On or around 2016, Plaintiff purchased a 2011 GMC Sierra
 19 Pickup (for purposes of Plaintiff's allegations, the "Class Vehicle") from Peyton Dodge –
 20 Cowboy Dodge in Clinton, AK. At the time, Plaintiff reasonably expected that the airbags and
 21 seatbelts would function in the event of a crash and had no way of knowing that it contained a
 22 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 23 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 24 reviews through television, radio, and the internet that touted the safety and reliability of
 25 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 26 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 27 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 28 the defective SDM calibration.

1 30. Plaintiff Douglas Dye (“Plaintiff” for the purposes of this paragraph) is an
 2 individual residing in Cedar Bluff, Virginia. In or about December 2020, Plaintiff purchased a
 3 2021 GMC Canyon (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Ramey
 4 Princeton, a GM dealership, located in Princeton, West Virginia. At the time, Plaintiff reasonably
 5 expected that the airbags and seatbelts would function in the event of a crash and had no way of
 6 knowing that it contained a dangerous and defective SDM calibration that could cause the airbags
 7 and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed
 8 or heard commercials and reviews through television, radio, and the internet that touted the safety
 9 and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of
 10 the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
 11 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
 12 information about the defective SDM calibration.

13 31. Plaintiff William Endress (“Plaintiff” for the purposes of this paragraph) is an
 14 individual residing in Lebanon, NJ. In May 2012 Plaintiff purchased a 2012 Chevrolet Colorado
 15 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Brown-Daub Chevrolet, a GM
 16 dealership, located in Nazareth, PA. At the time, Plaintiff reasonably expected that the airbags
 17 and seatbelts would function in the event of a crash and had no way of knowing that it contained a
 18 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 19 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 20 reviews through television, radio, and the internet that touted the safety and reliability of
 21 Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 22 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 23 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 24 the defective SDM calibration.

25 32. Plaintiff Lee Ford (“Plaintiff” for the purposes of this paragraph) is an individual
 26 residing in Egg Harbor City, NJ. In or about November 2020, Plaintiff purchased a 2011
 27 Chevrolet Tahoe (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from 322 Motors,
 28 located in Williamstown, NJ. At the time, Plaintiff reasonably expected that the airbags and

1 seatbelts would function in the event of a crash and had no way of knowing that it contained a
 2 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 3 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 4 reviews through television, radio, and the internet that touted the safety and reliability of
 5 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 6 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 7 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 8 the defective SDM calibration.

9 33. Plaintiff William Free ("Plaintiff" for the purposes of this paragraph) is an
 10 individual residing in Cocoa, FL. In or around 2016, Plaintiff purchased a 2010 GMC Yukon XL
 11 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Mullin X Ford Dealership
 12 Orlando in Orlando, FL. At the time, Plaintiff reasonably expected that the airbags and seatbelts
 13 would function in the event of a crash and had no way of knowing that it contained a dangerous
 14 and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To
 15 the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews
 16 through television, radio, and the internet that touted the safety and reliability of Plaintiff's
 17 vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration
 18 from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or
 19 would have paid less for it, if Defendants did not conceal material information about the defective
 20 SDM calibration.

21 34. Plaintiff Lisa Gerould ("Plaintiff" for the purposes of this paragraph) is an
 22 individual residing in Spartanburg, SC. In or about January 2016, Plaintiff purchased a 2013
 23 Chevrolet Silverado 1500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from
 24 Greenway Chevrolet, located in Spartanburg, SC. At the time, Plaintiff reasonably expected that
 25 the airbags and seatbelts would function in the event of a crash and had no way of knowing that it
 26 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
 27 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
 28 commercials and reviews through television, radio, and the internet that touted the safety and

1 reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the
2 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
3 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
4 information about the defective SDM calibration.

5 35. Plaintiff Alisha Gonzalez ("Plaintiff" for the purposes of this paragraph) is an
6 individual residing in Six Lakes, MI. In or around December 2019, Plaintiff purchased a 2012
7 GMC Acadia (for purposes of Plaintiff's allegations, the "Class Vehicle") from The Car Corner in
8 Vestaburg, MI. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
9 function in the event of a crash and had no way of knowing that it contained a dangerous and
10 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
11 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
12 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
13 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
14 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
15 have paid less for it, if Defendants did not conceal material information about the defective SDM
16 calibration.

17 36. Plaintiff Harryette Gosa ("Plaintiff" for the purposes of this paragraph) is an
18 individual residing in Greenwood Springs, MS. In or around 2014, Plaintiff purchased a 2014
19 GMC Acadia (for purposes of Plaintiff's allegations, the "Class Vehicle") from Larry Clark
20 Chevy Dealership in Amory, MS. At the time, Plaintiff reasonably expected that the airbags and
21 seatbelts would function in the event of a crash and had no way of knowing that it contained a
22 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
23 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
24 reviews through television, radio, and the internet that touted the safety and reliability of
25 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
26 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
27 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
28 the defective SDM calibration.

1 37. Plaintiff Rex Hartman (“Plaintiff” for the purposes of this paragraph) is an
2 individual residing in Bedford, PA. On or around 2017/2018, Plaintiff purchased a 2014 Chevy
3 Silverado Pickup (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Team Auto in
4 Duncansville, PA. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
5 function in the event of a crash and had no way of knowing that it contained a dangerous and
6 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
7 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
8 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
9 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
10 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
11 have paid less for it, if Defendants did not conceal material information about the defective SDM
12 calibration.

13 38. Plaintiff Judy Haviland (“Plaintiff” for the purposes of this paragraph) is an
14 individual residing in Harrison, MI. In August 2021, Plaintiff purchased a 2009 Chevrolet
15 Silverado 1500 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Lakeside
16 Motors LLC, located in Houghton Lake, Michigan. At the time, Plaintiff reasonably expected that
17 the airbags and seatbelts would function in the event of a crash and had no way of knowing that it
18 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
19 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
20 commercials and reviews through television, radio, and the internet that touted the safety and
21 reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the
22 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
23 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
24 information about the defective SDM calibration.

25 39. Plaintiff Bruce Heise (“Plaintiff” for the purposes of this paragraph) is an
26 individual residing in Blairsville, PA. In or about, January 2017 Plaintiff purchased a 2016
27 Chevrolet Silverado 1500 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from
28 Watson Chevrolet, located in Blairsville, PA. At the time, Plaintiff reasonably expected that the

1 airbags and seatbelts would function in the event of a crash and had no way of knowing that it
 2 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
 3 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
 4 commercials and reviews through television, radio, and the internet that touted the safety and
 5 reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the
 6 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
 7 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
 8 information about the defective SDM calibration.

9 40. Plaintiff Zeckery Henslee ("Plaintiff" for the purposes of this paragraph) is an
 10 individual residing in Decatur, MI. On or around 2017, Plaintiff purchased a 2009 Chevy
 11 Silverado (for purposes of Plaintiff's allegations, the "Class Vehicle") from Autowest in
 12 Plainwell, MI. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
 13 function in the event of a crash and had no way of knowing that it contained a dangerous and
 14 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
 15 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
 16 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
 17 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
 18 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
 19 have paid less for it, if Defendants did not conceal material information about the defective SDM
 20 calibration.

21 41. Plaintiff John Hickey ("Plaintiff" for the purposes of this paragraph) is an
 22 individual residing in Keyser, WV. On or around 2019, Plaintiff purchased a 2010 GMC Sierra
 23 (for purposes of Plaintiff's allegations, the "Class Vehicle") from a private party in West
 24 Virginia. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function
 25 in the event of a crash and had no way of knowing that it contained a dangerous and defective
 26 SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary,
 27 before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
 28 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and

1 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
2 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
3 have paid less for it, if Defendants did not conceal material information about the defective SDM
4 calibration.

5 42. Plaintiff Kimberly Hickie ("Plaintiff" for the purposes of this paragraph) is an
6 individual residing in Crystal, MN. On or around 2018, Plaintiff purchased a 2010 Chevy
7 Traverse LT (for purposes of Plaintiff's allegations, the "Class Vehicle") from Jake's Auto Mall
8 in Ham Lake, MN. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
9 function in the event of a crash and had no way of knowing that it contained a dangerous and
10 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
11 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
12 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
13 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
14 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
15 have paid less for it, if Defendants did not conceal material information about the defective SDM
16 calibration.

17 43. Plaintiff Randy Holdren ("Plaintiff" for the purposes of this paragraph) is an
18 individual residing in Fort Meyers, FL. In or around 2014, Plaintiff purchased a 2014 Chevy
19 Travers and a 2012 GMC Sierra Truck (for purposes of Plaintiff's allegations, the "Class
20 Vehicles") from Sullivan Chevy Dealership and Warton Martin Dealership in Champagne, IL. At
21 the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event
22 of a crash and had no way of knowing that it contained a dangerous and defective SDM
23 calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before
24 acquiring the vehicles, Plaintiff viewed or heard commercials and reviews through television,
25 radio, and the internet that touted the safety and reliability of Plaintiff's vehicles and GM vehicles
26 generally. GM concealed the existence of the defective SDM calibration from consumers
27 including Plaintiff. Plaintiff would not have purchased the Class Vehicles, or would have paid
28

1 less for them, if Defendants did not conceal material information about the defective SDM
2 calibration.

3 44. Plaintiff Kevin Hopkins (“Plaintiff” for the purposes of this paragraph) is an
4 individual residing in Las Vegas, NV. In or around 2019, Plaintiff purchased a 2011 Chevrolet
5 Silverado (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Fairway Chevrolet in
6 Las Vegas, NV. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
7 function in the event of a crash and had no way of knowing that it contained a dangerous and
8 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
9 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
10 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
11 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
12 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
13 have paid less for it, if Defendants did not conceal material information about the defective SDM
14 calibration.

15 45. Plaintiff Kara Hummel (“Plaintiff” for the purposes of this paragraph”) is an
16 individual residing in Longview, Washington. On or around March 15, 2016, Plaintiff purchased
17 a 2015 Chevrolet Suburban (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from
18 Alan-Webb Chevrolet in Vancouver, WA. At the time, Plaintiff reasonably expected that the
19 Vehicles’ airbags and seatbelts would function in the event of a crash and had no way of knowing
20 that it contained a dangerous and defective SDM calibration that could cause the airbags and
21 seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or
22 heard commercials and reviews through television, radio, and the internet that touted the safety
23 and reliability of Plaintiff’s vehicle and GM vehicles generally, and spoke with at least one sales
24 representative who did not disclose the SDM Calibration Defect. GM concealed the existence of
25 the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
26 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
27 information about the defective SDM calibration.
28

1 46. Plaintiff Aaron Jackson (“Plaintiff” for the purposes of this paragraph) is an
2 individual residing in Huntsville, AL. On or around 2016, Plaintiff purchased a 2013 Chevy
3 Pickup (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from a Chevrolet Dealership
4 in Huntsville, AL. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
5 function in the event of a crash and had no way of knowing that it contained a dangerous and
6 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
7 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
8 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
9 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
10 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
11 have paid less for it, if Defendants did not conceal material information about the defective SDM
12 calibration.

13 47. Plaintiff David James (“Plaintiff” for the purposes of this paragraph) is an
14 individual residing in Lebanon, IN. On or around 2018, Plaintiff purchased a 2012 GMC Sierra
15 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Bart Car Sales in Fort Wayne,
16 IN. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the
17 event of a crash and had no way of knowing that it contained a dangerous and defective SDM
18 calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before
19 acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television,
20 radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and GM vehicles
21 generally. GM concealed the existence of the defective SDM calibration from consumers
22 including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less
23 for it, if Defendants did not conceal material information about the defective SDM calibration.

24 48. Plaintiff Gregory Juskiewicz (“Plaintiff” for the purposes of this paragraph) is an
25 individual residing in Chardon, OH. In or around 2013, Plaintiff purchased a 2013 Chevy 1500
26 Silverado (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Preston Chevy in
27 Burton, OH. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
28 function in the event of a crash and had no way of knowing that it contained a dangerous and

1 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
2 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
3 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
4 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
5 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
6 have paid less for it, if Defendants did not conceal material information about the defective SDM
7 calibration.

8 49. Plaintiff ShaVon Keith ("Plaintiff" for the purposes of this paragraph) is an
9 individual residing in Villa Rica, GA. In or around 2021, Plaintiff purchased a 2014 Chevy
10 Silverado (for purposes of Plaintiff's allegations, the "Class Vehicle") from Fairway Chevrolet in
11 Las Vegas, NV. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
12 function in the event of a crash and had no way of knowing that it contained a dangerous and
13 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
14 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
15 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
16 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
17 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
18 have paid less for it, if Defendants did not conceal material information about the defective SDM
19 calibration.

20 50. Plaintiff Jason Klinger ("Plaintiff" for the purposes of this paragraph) is an
21 individual residing in Indian Trail, NC. In or around 2014, Plaintiff purchased a 2014 Chevy
22 Silverado LT (for purposes of Plaintiff's allegations, the "Class Vehicle") from City Chevy in
23 Charlotte, NC. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
24 function in the event of a crash and had no way of knowing that it contained a dangerous and
25 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
26 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
27 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
28 GM vehicles generally. GM concealed the existence of the defective SDM calibration from

1 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
2 have paid less for it, if Defendants did not conceal material information about the defective SDM
3 calibration.

4 51. Plaintiff Debra Knerr (“Plaintiff” for the purposes of this paragraph) is an
5 individual residing in Trade, TN. In or about fall 2019, Plaintiff purchased a pre-owned 2016
6 Chevrolet Silverado 1500 LTZ (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from
7 Ramey Auto Group in Virginia. At the time, Plaintiff reasonably expected that the airbags and
8 seatbelts would function in the event of a crash and had no way of knowing that it contained a
9 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
10 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
11 reviews through television, radio, and the internet that touted the safety and reliability of
12 Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
13 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
14 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
15 the defective SDM calibration.

16 52. Plaintiff Clarise Knight (“Plaintiff” for the purposes of this paragraph) is an
17 individual residing in Miami Gardens, FL. In or around 2014, Plaintiff purchased a pre-owned
18 2014 Chevrolet Traverse (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from
19 AutoNation, located in Miami, FL. At the time, Plaintiff reasonably expected that the airbags and
20 seatbelts would function in the event of a crash and had no way of knowing that it contained a
21 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
22 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
23 reviews through television, radio, and the internet that touted the safety and reliability of
24 Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
25 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
26 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
27 the defective SDM calibration.
28

53. Plaintiff Andrew Lawson (“Plaintiff” for the purposes of this paragraph) is an individual residing in Pauline, SC. On or around 2021, Plaintiff purchased a 2013 Chevy Silverado (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Bradshaw Chevrolet in Greer, SC. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash and had no way of knowing that it contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective SDM calibration.

54. Plaintiff Eric Leeds (“Plaintiff” for the purposes of this paragraph) is an individual residing in Northfield, NJ. In or about September 2019, Plaintiff purchased a 2012 Chevrolet Tahoe (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Koons Ford, located in Falls Church, VA. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash and had no way of knowing that it contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material information about the defective SDM calibration.

55. Plaintiff Toni Lowe (“Plaintiff” for the purposes of this paragraph) is an individual residing in Lakeland, FL. In or about August 2018, Plaintiff purchased a 2018 GM Chevrolet 1500 Silverado (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Stingray Chevrolet, located in Plant City, FL. At the time, Plaintiff reasonably expected that the airbags

1 and seatbelts would function in the event of a crash and had no way of knowing that it contained a
 2 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 3 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 4 reviews through television, radio, and the internet that touted the safety and reliability of
 5 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 6 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 7 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 8 the defective SDM calibration.

9 56. Plaintiff Stephen Loyd ("Plaintiff" for the purposes of this paragraph) is an
 10 individual residing in Toney, AL. On or around 2016, Plaintiff purchased a 2012 Chevy Silverado
 11 1500 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Howard Bentley Chevy
 12 Dealership in Fayetteville, TN. At the time, Plaintiff reasonably expected that the airbags and
 13 seatbelts would function in the event of a crash and had no way of knowing that it contained a
 14 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 15 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 16 reviews through television, radio, and the internet that touted the safety and reliability of
 17 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
 18 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
 19 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 20 the defective SDM calibration.

21 57. Plaintiff Angelica Mar ("Plaintiff" for the purposes of this paragraph) is an
 22 individual residing in Melrose Park, IL. In or around late 2016, Plaintiff purchased a pre-owned
 23 2015 GMC Terrain SLT (for purposes of Plaintiff's allegations, the "Class Vehicle") from The
 24 Hawk Auto Group in IL. At the time, Plaintiff reasonably expected that the airbags and seatbelts
 25 would function in the event of a crash and had no way of knowing that it contained a dangerous
 26 and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To
 27 the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews
 28 through television, radio, and the internet that touted the safety and reliability of Plaintiff's

1 vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration
2 from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or
3 would have paid less for it, if Defendants did not conceal material information about the defective
4 SDM calibration.

5 58. Plaintiff Allan Martin (“Plaintiff” for the purposes of this paragraph) is an
6 individual residing in Winnsboro, LA. On or around 2017, Plaintiff purchased a 2009 Chevrolet
7 Silverado 1500 from a private party in Louisiana, and a 2010 Buick Enclave from a pre-owned
8 car lot in Monroe, LA (for purposes of Plaintiff’s allegations, the “Class Vehicles”). At the time,
9 Plaintiff reasonably expected that the airbags and seatbelts would function in the event of a crash
10 and had no way of knowing that it contained a dangerous and defective SDM calibration that
11 could cause the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the
12 vehicles, Plaintiff viewed or heard commercials and reviews through television, radio, and the
13 internet that touted the safety and reliability of Plaintiff’s vehicles and GM vehicles generally.
14 GM concealed the existence of the defective SDM calibration from consumers including Plaintiff.
15 Plaintiff would not have purchased the Class Vehicles, or would have paid less for them, if
16 Defendants did not conceal material information about the defective SDM calibration.

17 59. Plaintiff Michael Merkley (“Plaintiff” for the purposes of this paragraph) is an
18 individual residing in Boise, ID. On or around July 2017, Plaintiff purchased a 2012 Chevy
19 Silverado (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Elite Auto Sales in
20 Idaho Falls, ID. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
21 function in the event of a crash and had no way of knowing that it contained a dangerous and
22 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
23 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
24 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
25 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
26 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
27 have paid less for it, if Defendants did not conceal material information about the defective SDM
28 calibration.

1 60. Plaintiff Allan Miles (“Plaintiff” for the purposes of this paragraph) is an
2 individual residing in Pearl, MS. On or around 2018, Plaintiff purchased a 2014 GMC Sierra
3 Denali Pickup (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Pops Auto Sales
4 in Florence, MS. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
5 function in the event of a crash and had no way of knowing that it contained a dangerous and
6 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
7 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
8 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
9 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
10 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
11 have paid less for it, if Defendants did not conceal material information about the defective SDM
12 calibration.

13 61. Plaintiff Stephen Miles (“Plaintiff” for the purposes of this paragraph) is an
14 individual residing in Forest Grove, OR. On or around 2021, Plaintiff purchased a 2010 GMC
15 Sierra HD 3500 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Bridge City
16 Auto in Gladstone, OR. At the time, Plaintiff reasonably expected that the airbags and seatbelts
17 would function in the event of a crash and had no way of knowing that it contained a dangerous
18 and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To
19 the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews
20 through television, radio, and the internet that touted the safety and reliability of Plaintiff’s
21 vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration
22 from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or
23 would have paid less for it, if Defendants did not conceal material information about the defective
24 SDM calibration.

25 62. Plaintiff James Milstead (“Plaintiff” for the purposes of this paragraph) is an
26 individual residing in Oxnard, CA. On September 11, 2021, Plaintiff purchased a 2012 Avalanche
27 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Escondido Auto Super Center
28 in Escondido, CA. At the time, Plaintiff reasonably expected that the airbags and seatbelts would

1 function in the event of a crash and had no way of knowing that it contained a dangerous and
2 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
3 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
4 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
5 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
6 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
7 have paid less for it, if Defendants did not conceal material information about the defective SDM
8 calibration.

9 63. Plaintiff Ira Nash ("Plaintiff" for the purposes of this paragraph) is an individual
10 residing in Honaker, VA. In or around 2017, Plaintiff purchased a 2014 GMC Denali Pickup (for
11 purposes of Plaintiff's allegations, the "Class Vehicle") from Ramey Chevy Dealership in
12 Richlands, VA. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
13 function in the event of a crash and had no way of knowing that it contained a dangerous and
14 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
15 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
16 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
17 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
18 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
19 have paid less for it, if Defendants did not conceal material information about the defective SDM
20 calibration.

21 64. Plaintiff Patrick O'Connor ("Plaintiff" for the purposes of this paragraph) is an
22 individual residing in Depew, NY. In or around 2018, Plaintiff purchased a 2013 Chevrolet
23 Equinox (for purposes of Plaintiff's allegations, the "Class Vehicle") from Joe Basil Chevrolet in
24 Depew, NY. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
25 function in the event of a crash and had no way of knowing that it contained a dangerous and
26 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
27 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
28 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and

1 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
2 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
3 have paid less for it, if Defendants did not conceal material information about the defective SDM
4 calibration.

5 65. Plaintiff Jorge Orihuela (“Plaintiff” for the purposes of this paragraph) is an
6 individual residing in Hamburg, NJ. In or around October 2020, Plaintiff purchased a 2021
7 Chevrolet Tahoe (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Paul Miller
8 Chevrolet, a GM dealership, located in West Caldwell, NJ. At the time, Plaintiff reasonably
9 expected that the airbags and seatbelts would function in the event of a crash and had no way of
10 knowing that it contained a dangerous and defective SDM calibration that could cause the airbags
11 and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed
12 or heard commercials and reviews through television, radio, and the internet that touted the safety
13 and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of
14 the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
15 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
16 information about the defective SDM calibration.

17 66. Plaintiff Gary Owens (“Plaintiff” for the purposes of this paragraph) is an
18 individual residing in Kenton, TN. In or about May 2019, Plaintiff purchased a 2012 GMC Sierra
19 1500 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Herman Jenkins Motors, a
20 GM dealership, located in Union City, Tennessee. At the time, Plaintiff reasonably expected that
21 the airbags and seatbelts would function in the event of a crash and had no way of knowing that it
22 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
23 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
24 commercials and reviews through television, radio, and the internet that touted the safety and
25 reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the
26 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
27 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
28 information about the defective SDM calibration.

1 67. Plaintiff Larry Paetzold (“Plaintiff” for the purposes of this paragraph) is an
2 individual residing in Brownwood, TX. On or around 2011, Plaintiff purchased a 2011 GMC
3 Acadia (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Stevens Chevrolet in
4 Herford, TX. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
5 function in the event of a crash and had no way of knowing that it contained a dangerous and
6 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
7 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
8 television, radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and
9 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
10 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
11 have paid less for it, if Defendants did not conceal material information about the defective SDM
12 calibration.

13 68. Plaintiff Ramiro Pereda (“Plaintiff” for the purposes of this paragraph) is an
14 individual residing in San Leandro, CA. During 2016, Plaintiff purchased a pre-owned 2010
15 Silverado 2500 HD (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Trucks and
16 Toyz, a used vehicle dealership, located in Fairfield, CA. At the time, Plaintiff reasonably
17 expected that the airbags and seatbelts would function in the event of a crash and had no way of
18 knowing that it contained a dangerous and defective SDM calibration that could cause the airbags
19 and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed
20 or heard commercials and reviews through television, radio, and the internet that touted the safety
21 and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of
22 the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
23 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
24 information about the defective SDM calibration.

25 69. Plaintiff Delana Petersen (“Plaintiff” for the purposes of this paragraph) is an
26 individual residing in Lehi, UT. During May 2019, Plaintiff purchased a pre-owned 2016
27 Chevrolet Silverado 2500 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Larry
28 H. Miller Super Ford in Salt Lake City, UT. At the time, Plaintiff reasonably expected that the

1 airbags and seatbelts would function in the event of a crash and had no way of knowing that it
2 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
3 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
4 commercials and reviews through television, radio, and the internet that touted the safety and
5 reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the
6 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
7 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
8 information about the defective SDM calibration.

9 70. Plaintiff Frank Pignone ("Plaintiff" for the purposes of this paragraph) is an
10 individual residing in Derby, NY. On or around 2013, Plaintiff purchased a 2014 Chevy Silverado
11 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Emerling Chevy (Now
12 Capilono Chevy) in Boston, NY. At the time, Plaintiff reasonably expected that the airbags and
13 seatbelts would function in the event of a crash and had no way of knowing that it contained a
14 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
15 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
16 reviews through television, radio, and the internet that touted the safety and reliability of
17 Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the defective SDM
18 calibration from consumers including Plaintiff. Plaintiff would not have purchased the Class
19 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
20 the defective SDM calibration.

21 71. Plaintiff Dolly Price ("Plaintiff" for the purposes of this paragraph) is an
22 individual residing in Kansas City, KS. On or around December 2013, Plaintiff purchased a pre-
23 owned 2011 Chevrolet Traverse LTZ (for purposes of Plaintiff's allegations, the "Class Vehicle")
24 from Cable Dahmer Chevrolet in Independence, MO. At the time, Plaintiff reasonably expected
25 that the airbags and seatbelts would function in the event of a crash and had no way of knowing
26 that it contained a dangerous and defective SDM calibration that could cause the airbags and
27 seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or
28 heard commercials and reviews through television, radio, and the internet that touted the safety

1 and reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of
2 the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
3 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
4 information about the defective SDM calibration.

5 72. Plaintiff Michael Romania ("Plaintiff" for the purposes of this paragraph) is an
6 individual residing in Benton, PA. In or about September 2021, Plaintiff purchased a Chevrolet
7 Silverado 3500 HD (for purposes of Plaintiff's allegations, the "Class Vehicle") from Blaise
8 Alexander Chevrolet, a GM dealership, located in Muncy, PA. At the time, Plaintiff reasonably
9 expected that the airbags and seatbelts would function in the event of a crash and had no way of
10 knowing that it contained a dangerous and defective SDM calibration that could cause the airbags
11 and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed
12 or heard commercials and reviews through television, radio, and the internet that touted the safety
13 and reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of
14 the defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
15 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
16 information about the defective SDM calibration.

17 73. Plaintiff Donald Roxberry ("Plaintiff" for the purposes of this paragraph) is an
18 individual residing in Durant, OK. In or around 2018, Plaintiff purchased a 2012 GMC Sierra (for
19 purposes of Plaintiff's allegations, the "Class Vehicle") from Hudiburg Chevrolet in Oklahoma
20 City, OK. At the time, Plaintiff reasonably expected that the airbags and seatbelts would function
21 in the event of a crash and had no way of knowing that it contained a dangerous and defective
22 SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary,
23 before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
24 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
25 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
26 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
27 have paid less for it, if Defendants did not conceal material information about the defective SDM
28 calibration.

1 74. Plaintiff Lakiesha Shears (“Plaintiff” for the purposes of this paragraph) is an
 2 individual residing in Denver, CO. In or around 2021, Plaintiff purchased a 2010 Cadillac SRX
 3 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from the Besnibad Lot in Colorado.
 4 At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the
 5 event of a crash and had no way of knowing that it contained a dangerous and defective SDM
 6 calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before
 7 acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television,
 8 radio, and the internet that touted the safety and reliability of Plaintiff’s vehicle and GM vehicles
 9 generally. GM concealed the existence of the defective SDM calibration from consumers
 10 including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less
 11 for it, if Defendants did not conceal material information about the defective SDM calibration.

12 75. Plaintiff David Stalcup (“Plaintiff” for the purposes of this paragraph) is an
 13 individual residing in Mammoth Springs, AR. In or about January 2018, Plaintiff purchased a
 14 2011 GMC Sierra (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Mark Martin
 15 Chevrolet, a GM dealership, located in Ash Flat, Arkansas. At the time, Plaintiff reasonably
 16 expected that the airbags and seatbelts would function in the event of a crash and had no way of
 17 knowing that it contained a dangerous and defective SDM calibration that could cause the airbags
 18 and seatbelts to fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed
 19 or heard commercials and reviews through television, radio, and the internet that touted the safety
 20 and reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of
 21 the defective SDM calibration from consumers including Plaintiff. Moreover, Plaintiff
 22 experiences issues with his 2011 GMC Sierra where the seatbelt does not lock. Plaintiff would
 23 not have purchased the Class Vehicle, or would have paid less for it, if Defendants did not
 24 conceal material information about the defective SDM calibration.

25 76. Plaintiff Larry Swafford (“Plaintiff” for the purposes of this paragraph”) is an
 26 individual residing in Cedartown, GA. In May of 2013, Plaintiff purchased a 2013 GMC Sierra
 27 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from John Thornton Chevrolet in
 28 Carrolton, Georgia. At the time, Plaintiff reasonably expected that the Vehicles’ airbags and

1 seatbelts would function in the event of a crash and had no way of knowing that it contained a
 2 dangerous and defective SDM calibration that could cause the airbags and seatbelts to fail during
 3 a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and
 4 reviews through television, radio, and the internet that touted the safety and reliability of
 5 Plaintiff's vehicle and GM vehicles generally. Plaintiff also spoke with at least one sales
 6 representative without Defendants disclosing the SDM System Defect. In September of 2021,
 7 Plaintiff received a recall notice from GM for the replacement of a part of the airbag mechanism
 8 on the passenger side of his Vehicle due to a risk of deployment delivered shrapnel. Plaintiff has
 9 presented his Vehicle to GM dealers for airbag recall and numerous other repairs, yet GM never
 10 disclosed the SDM Calibration Defect. GM concealed the existence of the defective SDM
 11 calibration from consumers including Plaintiff. Moreover, Plaintiff experiences issues with his
 12 2011 GMC Sierra where the seatbelt does not lock. Plaintiff would not have purchased the Class
 13 Vehicle, or would have paid less for it, if Defendants did not conceal material information about
 14 the defective SDM calibration.

15 77. Plaintiff Brian Swann ("Plaintiff" for the purposes of this paragraph) is an
 16 individual residing in Madison, AL. On or around 2017, Plaintiff purchased a 2010 Chevrolet
 17 Silverado (for purposes of Plaintiff's allegations, the "Class Vehicle") from Bob Chevrolet in
 18 Cincinnati, OH. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
 19 function in the event of a crash and had no way of knowing that it contained a dangerous and
 20 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the
 21 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
 22 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
 23 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
 24 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
 25 have paid less for it, if Defendants did not conceal material information about the defective SDM
 26 calibration.

27 78. Plaintiff Joseph Sweat ("Plaintiff" for the purposes of this paragraph) is an
 28 individual residing in Lilburn, GA. In or around 2015, Plaintiff purchased a 2009 Chevrolet

1 Silverado (for purposes of Plaintiff's allegations, the "Class Vehicle") from Cole Automotive
 2 Sale in Monroe, GA. At the time, Plaintiff reasonably expected that the airbags and seatbelts
 3 would function in the event of a crash and had no way of knowing that it contained a dangerous
 4 and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To
 5 the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews
 6 through television, radio, and the internet that touted the safety and reliability of Plaintiff's
 7 vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration
 8 from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or
 9 would have paid less for it, if Defendants did not conceal material information about the defective
 10 SDM calibration.

11 79. Plaintiff David Taylor ("Plaintiff" for the purposes of this paragraph) is an
 12 individual residing in Theodore, AL. On or around 2014, Plaintiff purchased a 2014 Chevy
 13 Silverado LT Pickup (for purposes of Plaintiff's allegations, the "Class Vehicle") from Terry
 14 Thompson Chevy Dealership in Daphne, AL. At the time, Plaintiff reasonably expected that the
 15 airbags and seatbelts would function in the event of a crash and had no way of knowing that it
 16 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
 17 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
 18 commercials and reviews through television, radio, and the internet that touted the safety and
 19 reliability of Plaintiff's vehicle and GM vehicles generally. GM concealed the existence of the
 20 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
 21 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
 22 information about the defective SDM calibration.

23 80. Plaintiff Walter Tooson ("Plaintiff" for the purposes of this paragraph) is an
 24 individual residing in Springfield, OH. On or around 2014, Plaintiff purchased a 2012 GMC
 25 Terrain (for purposes of Plaintiff's allegations, the "Class Vehicle") from Jeff Wiler in
 26 Springfield, OH. At the time, Plaintiff reasonably expected that the airbags and seatbelts would
 27 function in the event of a crash and had no way of knowing that it contained a dangerous and
 28 defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To the

1 contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through
2 television, radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and
3 GM vehicles generally. GM concealed the existence of the defective SDM calibration from
4 consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would
5 have paid less for it, if Defendants did not conceal material information about the defective SDM
6 calibration.

7 81. Plaintiff Richard Vargas ("Plaintiff" for the purposes of this paragraph) is an
8 individual residing in Menifee, California. In or around December 2012, Plaintiff purchased a
9 2012 Chevrolet Suburban (for purposes of Plaintiff's allegations, the "Class Vehicle") from El
10 Camino Real Chevrolet located in Monterey Park, California. At the time, Plaintiff reasonably
11 expected that the Vehicles' airbags and seatbelts would function in the event of a crash and had
12 no way of knowing that it contained a dangerous and defective SDM calibration that could cause
13 the airbags and seatbelts to fail during a crash. To the contrary, before acquiring the Vehicle,
14 Plaintiff viewed or heard commercials and reviews through television, radio, and the internet that
15 touted the safety and reliability of Plaintiff's vehicle, including its "Five Star" safety rating, and
16 GM vehicles generally. Additionally, when at the dealership before making his purchase, Plaintiff
17 inquired about the airbags in the Class Vehicle. GM concealed the existence of the defective
18 SDM calibration from consumers including Plaintiff. Plaintiff would not have purchased the
19 Class Vehicle, or would have paid less for it, if Defendants did not conceal material information
20 about the defective SDM calibration.

21 82. Plaintiff Warren Whitsey ("Plaintiff" for the purposes of this paragraph) is an
22 individual residing in Indianapolis, IN. On or around 2021, Plaintiff purchased a 2013 Yukon XL
23 (for purposes of Plaintiff's allegations, the "Class Vehicle") from Andy Moore VW in Avon, IN.
24 At the time, Plaintiff reasonably expected that the airbags and seatbelts would function in the
25 event of a crash and had no way of knowing that it contained a dangerous and defective SDM
26 calibration that could cause the airbags and seatbelts to fail during a crash. To the contrary, before
27 acquiring the vehicle, Plaintiff viewed or heard commercials and reviews through television,
28 radio, and the internet that touted the safety and reliability of Plaintiff's vehicle and GM vehicles

1 generally. GM concealed the existence of the defective SDM calibration from consumers
2 including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or would have paid less
3 for it, if Defendants did not conceal material information about the defective SDM calibration.

4 83. Plaintiff Denise Wilson (“Plaintiff” for the purposes of this paragraph) is an
5 individual residing in Fayette, MS. On or around February 2020, Plaintiff purchased a pre-owned
6 2019 Chevrolet Silverado 1500 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from
7 Gray-Daniels Chevrolet, located in Jackson, MS. At the time, Plaintiff reasonably expected that
8 the airbags and seatbelts would function in the event of a crash and had no way of knowing that it
9 contained a dangerous and defective SDM calibration that could cause the airbags and seatbelts to
10 fail during a crash. To the contrary, before acquiring the vehicle, Plaintiff viewed or heard
11 commercials and reviews through television, radio, and the internet that touted the safety and
12 reliability of Plaintiff’s vehicle and GM vehicles generally. GM concealed the existence of the
13 defective SDM calibration from consumers including Plaintiff. Plaintiff would not have
14 purchased the Class Vehicle, or would have paid less for it, if Defendants did not conceal material
15 information about the defective SDM calibration.

16 84. Plaintiff Carl Wurmlinger (“Plaintiff” for the purposes of this paragraph) is an
17 individual residing in Croswell, MI. In or around 2014, Plaintiff purchased a 2014 GMC Sierra
18 (for purposes of Plaintiff’s allegations, the “Class Vehicle”) from Saint Claire Automotive in
19 Saint Claire, Michigan. At the time, Plaintiff reasonably expected that the airbags and seatbelts
20 would function in the event of a crash and had no way of knowing that it contained a dangerous
21 and defective SDM calibration that could cause the airbags and seatbelts to fail during a crash. To
22 the contrary, before acquiring the vehicle, Plaintiff viewed or heard commercials and reviews
23 through television, radio, and the internet that touted the safety and reliability of Plaintiff’s
24 vehicle and GM vehicles generally. GM concealed the existence of the defective SDM calibration
25 from consumers including Plaintiff. Plaintiff would not have purchased the Class Vehicle, or
26 would have paid less for it, if Defendants did not conceal material information about the defective
27 SDM calibration.

1 **B. Defendants**

2 85. General Motors LLC (“GM LLC”) is a Delaware limited liability company with its
3 principal place of business located at 300 Renaissance Center, Detroit, Michigan, and is a citizen
4 of the States of Delaware and Michigan. The sole member and owner of GM LLC is General
5 Motors Holdings LLC.

6 86. General Motors Holdings LLC (“GM Holdings”) is a Delaware limited liability
7 company with its principal place of business in Detroit, Michigan, and is a citizen of the States of
8 Delaware and Michigan. The sole member and owner of GM Holdings is General Motors
9 Company.

10 87. General Motors Company (“GM Parent”) is a Delaware corporation with its
11 principal place of business in Detroit, Michigan, and is a citizen of the States of Delaware and
12 Michigan. GM Parent’s only asset is its 100% ownership interest in GM Holdings. In public SEC
13 filings, GM Parent states: “We design, build and sell cars, trucks, crossovers and automobile parts
14 worldwide.” GM Parent sells vehicles throughout the United States “through [its] dealer network
15 to retail customers.” As further noted in SEC filings, GM Parent is also responsible for making
16 reports to NHTSA related to vehicle safety and making determinations as to vehicle recalls.³

17 88. Each of GM LLC, GM Holdings, and GM Parent operates out of GM’s Global
18 Headquarters in Detroit, Michigan.

19 89. In June 2009, General Motors Corporation (“Old GM”) filed for bankruptcy.
20 Defendants were then created on or about July 10, 2009, in connection with the sale of
21 substantially all of Old GM’s assets pursuant to a Master Sale and Purchase Agreement. As a
22 result of the sale, GM LLC acquired substantially all of Old GM’s books, records, and personnel.
23 GM LLC then transferred some of these assets to GM Holdings (formed shortly after the
24 bankruptcy sale). Defendants thereby acquired from Old GM the knowledge about the SDM
25 Calibration Defect (defined below) that those books, records, and personnel held. GM Parent and
26 GM LLC also took responsibility for any necessary recalls of Old GM vehicles going forward.

27
28 ³ See General Motors Company’s Form 10-K for fiscal year 2019.

90. The causes of action in this Complaint are directed to GM Parent, GM Holdings, and GM LLC and are based on their misconduct.

III. JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT

91. This Court has original jurisdiction over this action pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one Class member is of diverse citizenship from one Defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

92. This Court has personal jurisdiction over Defendants under California Code of Civil Procedure section 410.10. The Court has pendent jurisdiction as to the claims of Plaintiffs that arose in states other than California.

93. Venue is proper in this District under 28 U.S.C. § 1391, and assignment is proper to this division under N.D. Cal. L.R. 3-2, because a substantial part of the events or omissions which give rise to the claims occurred in this District, and because Defendants have caused harm to Class members residing in this District, including Plaintiff Pereda. GM conducts substantial business, including through numerous dealerships, and marketed, advertised, sold, and leased Class Vehicle in this District.

IV. GENERAL FACTUAL ALLEGATIONS

A. SDMs are supposed to detect crashes and control airbags and seatbelts.

94. Federal law requires that motor vehicles use safety features to protect occupants in the event of a crash. These features include seatbelt pretensioners, which tighten seatbelts to secure the occupants, and airbags, which are cushions that rapidly inflate from the steering wheel and other areas of the vehicle. During an accident, seatbelt pretensioners hold vehicle occupants in place, and airbags buffer or prevent impact between occupants and hard structures in the vehicle. Without the airbags, slamming into the hard structures (such as the steering wheel) during a crash can cause serious injuries or death.

95. When functioning properly, the combination of seatbelts and airbags is highly effective in reducing the safety risk in automobile collisions. NHTSA reports that the use of seatbelts and airbags reduces fatality risk by 61 percent compared to an unbelted occupant in a

1 vehicle without airbags.⁴ From 1987 to 2017, an estimated 50,457 lives were saved because
2 frontal airbags deployed during a crash.⁵

3 96. Although airbags work effectively to protect occupants when necessary, they are
4 not meant to deploy with every impact. A crash may be of lower intensity (e.g., a fender bender in
5 a parking lot) such that the seatbelt alone will be sufficient protection for the occupant.⁶ Airbags
6 are designed to deploy in “moderate to severe” frontal or near-frontal crashes. A “moderate to
7 severe” frontal crash is the equivalent of hitting a solid, fixed barrier at 8-14 miles per hour or
8 higher.⁷

9 97. Seatbelt and airbag systems are known as “passive” safety systems because, when
10 they are needed, they are supposed to operate automatically (meaning, the driver does not need to
11 hit a button to deploy the airbag). They use sophisticated components and software to activate and
12 deploy the seatbelts and airbags systems automatically.

13 98. The “brain” behind this operation is the airbag control unit or “ACU” (also known
14 as an Electronic Control Unit or “ECU”). GM refers to this component as the “Sensing and
15 Diagnostic Module” or “SDM,” and that term is used throughout this Complaint. SDMs are
16 effectively computers that control the car’s safety systems. They are intended, where necessary,
17 to issue a “command” to deploy airbags and tighten seatbelts to prevent or mitigate injury to the
18 vehicle occupants in a crash.

19 99. The SDM operates in three basic phases. First, during regular vehicle operation,
20 the SDM is set in a resting or “normal” mode. In this mode, the SDM constantly receives signals
21 from sensors placed throughout the vehicle, which collect and report information on inputs such
22
23
24

25 ⁴ U.S. Department of Transportation, NHTSA, *Fatalities in Frontal Crashes Despite Seat Belts*
26 *and Airbags*, NHTSA Technical Report No. DOT HS 811 202 (September 2009).

27 ⁵ NHTSA, Air Bags Overview. Available at: <https://www.nhtsa.gov/equipment/air-bags> (last
28 visited August 4, 2021).

⁶ Dr. Ching-Yao Chan, *Fundamentals of Crash Sensing in Automotive Airbag Systems*. Copyright
Society of Automotive Engineers, (2000), at p. 50.

⁷ Air Bags Overview, *supra* note 5.

1 as acceleration, wheel speed, brake pressure, and impacts.⁸ The SDM monitors and interprets
2 these signals to determine whether the vehicle is involved (or about to be involved) in a crash.

3 100. Second, while monitoring these signals in “normal” mode, if and when the SDM
4 detects an irregular input that suggests a potential crash, it “wakes up” to search for confirmation
5 of a crash (as opposed to, for example, an irregular input from slamming on the brakes and then
6 avoiding a collision). In this second stage—known as “wake up” or “standby” mode—the SDM’s
7 crash-sensing software algorithm is engaged to quickly decipher crash status.⁹ After this “wake
8 up” mode is initially triggered by an irregular input, if additional inputs confirm a moderate to
9 severe frontal crash, the SDM should issue a command to “fire” the airbag and/or tighten the
10 seatbelts as needed.¹⁰

11 101. Third, the final phase in this sequence is the “reset” phase. From “wake up” mode,
12 after it detects that a crash or a potential crash has fully completed, (i.e., that the vehicle has
13 returned to normal operation after an irregular input) the SDM ultimately returns to its normal
14 operating state through “resetting.”

15 102. A vehicle striking a pothole illustrates this three-phase sequence. The vehicle first
16 operates with the SDM in “normal” mode as it drives down the road. Then, suddenly, the driver
17 hits an unseen pothole. This jolt from hitting the pothole (and/or related inputs like deceleration)
18 will trigger the SDM to “wake up” mode where it searches for more inputs, quickly asking: “How
19 fast is the vehicle slowing down? Is the front bumper crushed? Is the vehicle speeding back up
20 normally?” and reacting in turn.¹¹ If the SDM senses that the vehicle returns to normal operation
21 and continues down the road, it will stop looking for confirmation of a crash and reset back to
22 normal after it determines the danger has passed. On the other hand, if, after it hits the pothole,
23

24 ⁸ Clemson University Vehicular Electronics Laboratory, “Airbag Deployment Systems.”
25 Available at: https://cecas.clemson.edu/cvel/auto/systems/airbag_deployment.html (last visited
26 August 4, 2021).

26 ⁹ John Pearley Huffman, “The Physics of Airbags,” *Car & Driver*, June 14, 2011. Available at:
27 <https://www.caranddriver.com/features/a15121591/the-physics-of-airbags-feature> (last visited
28 August 4, 2021).

27 ¹⁰ Jesse Kendall, P.E., and Kenneth Solomon, Ph.D., “Airbag Deployment Criteria” at p. 11.
28 Available at: <https://www.experts.com/content/articles/Kenneth-Solomon-Airbag-Paper.pdf> (last
visited August 4, 2021).

¹¹ Solomon, *supra* note 10, at p. 11.

1 the vehicle veers out of its lane and crashes into another vehicle head on, the SDM should detect
2 this second input and fire the airbag.¹²

3 103. This entire sequence—from sensing an irregular signal (the pothole), to waking up
4 and searching for confirmation of a crash, to firing the airbag where needed—might take only
5 fractions of a second. Indeed, a typical “crash duration” in a frontal, vehicle-to-barrier collision
6 lasts for approximately 80-150 milliseconds (0.08-0.15 seconds).¹³ For that reason, timing this
7 sequence properly is critically important to ensure that the seatbelts are tightened, and the airbags
8 deploy to protect the occupants when they need to.

9 **B. GM used a dangerous and defective SDM software calibration in its trucks**
10 **and SUVs.**

11 104. Throughout the three-phase sequence described above, SDMs rely on software
12 algorithms to interpret signals, estimate crash dynamics, and issue a “deploy” or “do not deploy”
13 command to the safety systems. For the SDM to function as intended, the software that controls
14 it must be designed to recognize and react to crashes so that the airbags inflate when they are
15 needed.

16 105. Crash sensing occurs in “real-time,” meaning that the sensing algorithm can only
17 examine a limited window of data to predict and judge the severity of crash events before
18 conclusion, so that the airbags can deploy and protect the occupant on impact.¹⁴ A decision to
19 “deploy” the airbags should occur when thresholds set to tell the SDM a crash is severe enough
20 (i.e. a moderate to severe frontal collision) are met or exceeded. These deployment thresholds are
21 programmed into the SDM software through a process in which engineers “calibrate” the
22 software in the vehicle.

23 106. In the Class Vehicles, the software calibration that controls how the SDM detects
24 accidents and deploys the safety system contains a serious defect (the “SDM Calibration
25 Defect”). Specifically, for frontal crashes, GM calibrated the SDM to prevent deployment of
26 airbags and pretensioners more than 45 milliseconds after it enters “wake up” mode. GM did this

27 ¹² *Id.* at p. 8.

28 ¹³ Chan, *supra* note 6, at p. 169.

¹⁴ Chan, *supra* note 6, at p. 95.

1 by increasing the deployment thresholds to unattainable values 45 milliseconds into the crash
2 sequence. With this calibration in place, no matter how severe the inputs the SDM received after
3 45 milliseconds, the airbags and pretensioners would not deploy.

4 107. This defect was no accident; rather, as detailed below, GM included it by design
5 when it modified the SDM software program (known as ALGO-S) in the Class Vehicles to
6 include it.

7 108. In affirmatively blocking these critical safety features after 45 milliseconds, GM
8 greatly and needlessly increased the risk of injury and death in a variety of frontal crashes.
9 Specifically, the defect manifests in frontal crashes that endure for 45 milliseconds or longer and
10 require airbag deployment or seatbelt tightening after 45 milliseconds.

11 109. For example, this includes frontal crashes with multiple, distinct points of impact
12 known as “concatenated” events. A vehicle that first hits a curb and then veers and hits a tree, or
13 first hits a speed bump and then crashes into the vehicle in front of it, are examples of
14 concatenated crashes. By their nature, concatenated accidents involve multiple discrete inputs for
15 the SDM to detect during a crash sequence.

16 110. In concatenated crashes, the first part of the incident (hitting a curb) sends the
17 SDM into its “wake up” or “stand by” mode. The initial curb hit does not trigger the airbag or
18 tighten the seatbelt, but the SDM “wakes up” to confirm whether further irregular signals will
19 follow and indicate a need for the seatbelts or airbags. In the Class Vehicles—because of the
20 software calibration that controls the SDM—the “wake up” mode lasts for just 45 milliseconds
21 after the first irregular signal. After that time, and by GM’s design, the deployment thresholds in
22 the software drastically increase, such that no further input, no matter how severe, could exceed
23 the thresholds and trigger the airbag to deploy or seatbelts to tighten.¹⁵

24 111. In addition to concatenated crashes, the defect is also implicated in frontal crashes
25 that increase in severity and require airbag deployment or seatbelt tightening after an initial,
26 “soft” impact. These types of crashes are referred to herein as “prolonged” or “long-soft” crash
27

28 ¹⁵ As detailed in this section, the triggering thresholds are pre-set inputs in the software that tell the SDM that a crash is severe enough to deploy an airbag.

1 onsets. This would include, for example, a crash into another vehicle's bumper which—because
 2 the bumper is comparatively “soft”—may take time before the “soft” bumper collapses, and a
 3 “hard” impact into the engine compartment begins.¹⁶ “Soft” crashes involve a “relatively long
 4 crash duration” that may last 20-50 percent longer than a head-on crash into a rigid barrier, like a
 5 cement wall.¹⁷

6 112. In a prolonged onset crash, the initial impact into a “soft” surface, such as a
 7 bumper, starts the SDM clock ticking. Depending on the crash conditions such as speed, road
 8 incline, angle of impact, weather, ice on the road, etc., this “soft” impact may last longer than 45
 9 milliseconds. Throughout the “soft” impact, the SDM will be in wake-up mode to search for a
 10 confirmatory signal. But it will not find another input sufficient to trigger the airbags from the
 11 “soft” impact. As explained above, in the Class Vehicles, the SDM clock effectively times out
 12 when the 45-millisecond mark hits. So, if the crash proceeds through the “soft” layers and into the
 13 engine compartment of another vehicle at say, 70 milliseconds, no airbag or seatbelt deployment
 14 is possible no matter how severe the later, “hard” impact gets.

15 113. In practice, this means that the airbags and seatbelt pretensioners in the Class
 16 Vehicles can *only* fire within 45 milliseconds of a first, irregular signal. If a second signal occurs
 17 after 45 milliseconds, the SDM purposefully, by design, disregards signals that would otherwise
 18 trigger airbag deployment.

19 114. The net result is a “dead zone” starting just 45 milliseconds into a crash, after
 20 which vehicle occupants are completely vulnerable. The dead zone lasts until the SDM detects
 21 that the crash has ended completely (meaning that the irregular signals have concluded, and the
 22 vehicle has resumed normal operation), and then resets back to normal mode.

23 115. This significant gap in protection after 45 milliseconds is unreasonably dangerous
 24 because accidents—particularly complicated, real-world accidents—are not necessarily
 25 completed at that point. In many cases, a crash continues, and airbags and seatbelts are needed,
 26

27 ¹⁶ An example of a “soft” crash is where a vehicle crashes into a deformable barrier, or crashes at
 28 an angle, which will result in a “softer” impact than a head-on crash into a rigid barrier (which is
 a “hard” crash). Chan, *supra* note 6, at p. 40.

¹⁷ Chan, *supra* note 6, at p. 40.

1 well after that time. Yet, GM's SDM software calibration in the Class Vehicles makes it
 2 impossible for the airbags to deploy and seatbelts to tighten in the "dead zone" in which a crash
 3 may still be underway—which is a serious, unjustified, and dangerous safety defect. Indeed, even
 4 GM's own cars division includes a significantly longer window for potential deployment.

5 **C. GM knew that the SDM Calibration Defect was dangerous and unjustified**
 6 **but has failed to warn or compensate consumers.**

7 116. GM knew or had reason to know of the SDM Calibration Defect and the risks it
 8 entails from at least July 10, 2009, when GM acquired substantially all of Old GM's books,
 9 records, and personnel, and the knowledge about the defective SDM software calibration those
 10 books, records, and personnel held. GM has continued to acquire knowledge—based on lawsuits
 11 implicating the SDM Calibration Defect and hundreds of publicly reported accidents with airbag
 12 and seatbelt failures—from 2009 to the present.

13 117. Nonetheless, GM has continued to conceal this problem and the pattern of
 14 accidents, injuries, and deaths that have resulted from it. GM has failed to share this information
 15 with the consumers who paid for and drive these Class Vehicles every day.

16 118. It should come as no surprise that GM has unreasonably and unsafely delayed
 17 disclosure of the SDM Calibration Defect. Indeed, GM has a recent history of attempts to avoid
 18 the costs, potential liabilities, and reputational harms from a safety recall for Takata airbags and
 19 seems to have repeated that same tactic here.

20 119. As is now public knowledge, millions of GM vehicles contain the dangerous and
 21 defective Takata airbag inflators that can explode with too much force and spray metal shrapnel
 22 into vehicle passenger compartments. While the dangers of these Takata airbags were widely
 23 known for years, GM lobbied regulators to delay a recall for its affected vehicles to avoid a
 24 resulting hit to its profits.¹⁸ In 2016, GM reported that recalling its vehicles with Takata inflators
 25 would cost hundreds of millions of dollars.¹⁹

26 ¹⁸ "GM seeks to delay recall of 1 million vehicles with Takata air bag inflators." *Reuters*,
 27 September 16, 2016. Available at: [https://www.reuters.com/article/us-gm-recall/gm-seeks-to-](https://www.reuters.com/article/us-gm-recall/gm-seeks-to-delay-recall-of-1-million-vehicles-with-takata-air-bag-inflators-idUSKCN11M27N)
 28 [delay-recall-of-1-million-vehicles-with-takata-air-bag-inflators-idUSKCN11M27N](https://www.reuters.com/article/us-gm-recall/gm-seeks-to-delay-recall-of-1-million-vehicles-with-takata-air-bag-inflators-idUSKCN11M27N) (last visited
 August 4, 2021).

¹⁹ *Id.*

120. Consumers brought a putative class action seeking redress. *See In re Takata Airbag Product Liability Litigation*, Case No. 14-cv-240009, Dkt. 2750, (S.D. Fl.). While other vehicle manufacturers had earlier and voluntarily recalled their vehicles with Takata airbags, it was only years later, with that consumer litigation pending, that GM finally issued a belated recall. And importantly, it did so only after regulators from NHTSA denied GM's petition for inconsequentiality, in which it attempted to argue that a recall was not necessary.²⁰

121. Here, as in Takata, GM knew or should have known that the SDM software calibration in the Class Vehicles—which includes a dead zone that prevents the airbag and seatbelts from deploying after 45 milliseconds—was dangerous. Nonetheless, GM kept using it anyway, did not recall or repair the Class Vehicles to correct it, and still has not told consumers about it.

1. **Old GM recklessly downplayed serious risks of injury when it chose to include the SDM Calibration Defect in the Class Vehicles.**

122. In general, the vehicle manufacturer sets the deployment thresholds in the SDM software calibration that will trigger a command to fire the airbags and/or tighten the seatbelts. The vehicle manufacturer uses results from laboratory crash testing to inform these parameters.²¹

123. But laboratory results are not sufficient in themselves, because real-world accidents—which can occur from multiple angles and involve inputs from myriad variables like weather, temperature, or incline—will differ from the testing environment.²² For that reason, manufacturers must exercise appropriate care to design crash sensing frameworks that function to keep people safe in the real world.

124. Old GM worked with an external team of engineers from Delco Electronics (later called Delphi Electronics) to develop the SDM software program used in the Class Vehicles, starting with Model Year 1999. The team from Delco developed a proposed software program, known as ALGO-S, which it presented to Old GM for review.

²⁰ “GM will recall 7 million vehicles for air bag issue worldwide.” *Reuters*, November 23, 2020. Available at: <https://www.reuters.com/article/us-gm-recall/gm-will-recall-7-million-vehicles-for-air-bag-issue-worldwide-idUSKBN2831TH> (last visited August 4, 2021).

²¹ Huffman, *supra* note 9.

²² Solomon, *supra* note 10, at 13.

1 125. During this time, Old GM divided the design and development of its vehicles into
2 a “cars” group and a “trucks” group, with the trucks group responsible for design, development,
3 and production of larger model trucks and SUVs. After it reviewed the Delco team’s proposed
4 SDM software algorithm, ALGO-S, the trucks group insisted on adding the 45-millisecond cut off
5 described above when it calibrated that program for use in its trucks and SUVs. On information
6 and belief, the trucks group proposed this cutoff based on test results which indicated that frontal-
7 barrier accidents in its trucks and SUVs would be complete within 45 milliseconds or less in
8 laboratory conditions.

9 126. In response, the Delco team expressly warned the trucks group that such an
10 aggressive cutoff could fail to capture additional signals in complex crashes outside of the
11 laboratory, leaving occupants completely unprotected during prolonged onset crashes or crashes
12 with multiple impact points. The trucks group insisted, however, and the 45-millisecond cutoff
13 was added in the SDM software calibration for GM trucks and SUVs.

14 127. On information and belief, documents, records, and personnel reflecting GM
15 trucks’ insistence—over Delco’s objection—to include this cutoff were passed on from Old GM
16 to New GM in 2009. On information and belief, other major vehicle manufacturers throughout
17 the industry include a significantly longer window for the SDM to detect a potential accident and
18 deploy the airbags and seatbelts.

19 128. Indeed, in the ALGO-S program as it was designed by Delco, the window in
20 which the airbags and seatbelts can deploy in a crash is up to at least 150 milliseconds—over
21 three times the interval that GM trucks added in the defective calibration. Tellingly, after the
22 Delco team repeated the same warnings about the truck group’s proposed 45-millisecond cutoff to
23 GM’s cars group, the cars group rejected the shorter cutoff. Instead, the cars group used the
24 ALGO-S software with the Delco-recommended period of 150 milliseconds for deployment.

25 129. Delco’s original 150 millisecond window allows for airbag and seatbelt
26 deployment in real-world frontal crashes, which themselves can endure for up to 150
27 milliseconds.²³ When GM trucks added the defective 45-millisecond cutoff to the software
28

²³ Chan, *supra* note 6, at p. 169.

1 calibration in the Class Vehicles, it prematurely, and dangerously, prevented the airbags and
2 seatbelts from functioning when a frontal crash may still be well underway.

3 **2. The 45-millisecond cutoff was not necessary to protect against “late”**
4 **airbag deployments.**

5 130. GM trucks group’s insistence on the 45 millisecond window after which the
6 airbags and seatbelts cannot deploy was unjustified and unsafe.

7 131. On information and belief, the trucks group chose to set this aggressive cutoff due
8 to concerns about the potential for airbags to deploy “too late” during an accident. But as the
9 trucks group also knew, these concerns were unwarranted given technology that mitigated the
10 risks of “late” airbag deployments.

11 132. A brief history of airbags in motor vehicles puts this reckless decision in context.
12 Before 1998, airbag systems were effectively one-size-fits-all. Designed to protect against only
13 frontal crashes, these “first-generation” airbags were built to meet a standardized government test
14 that required they protect an unbelted, midsize adult male dummy (175 pounds) in a 30-MPH
15 crash into a rigid barrier.²⁴ To do so, an airbag had to fill up quickly with gas, resulting in a
16 deployment speed of up to 200 MPH.²⁵

17 133. Not all vehicle occupants fit this description, however, and the intensity of first-
18 generation airbag deployment could prove dangerous for children and those who were positioned
19 too close to the bag when it inflated (for example, because they had already been thrown forward
20 toward the steering wheel during an under-way accident).²⁶

21 134. Public perception about airbag safety in motor vehicles, and in turn, the vehicle
22 manufacturers that sold them, turned increasingly unfavorable following reports of late and
23 aggressive deployments in first generation airbags. Both regulators and vehicle manufacturers

24 ²⁴ Jack Keebler, *Airbags Safe Insane? – Special Report*, Motortrend (Sept. 1, 2000),
25 <https://www.motortrend.com/news/airbags-safe-insane-special-report/> (last visited August 4,
26 2021).

27 ²⁵ *Id.*; see also David B. Ottaway & Warren Brown, *From Life Saver to Fatal Threat*, The Wash.
28 Post (June 1, 1997), <https://www.washingtonpost.com/archive/politics/1997/06/01/from-life-saver-to-fatal-threat/56d05b9e-a1bc-49b7-beb4-43480762b25e/> (last visited August 4, 2021).

²⁶ Susan A. Ferguson & Lawrence W. Schneider, *An Overview of Frontal Airbag Performance with Changes in Frontal Crash-Test Requirements: Findings of the Blue Ribbon Panel for the Evaluation of Advanced Technology Airbags*, Traffic Injury Prevention 3 (Nov. 2008).

1 recognized the need to address these issues.²⁷ Beginning in October 1995, NHTSA initiated a
 2 series of actions to minimize and eventually eliminate the adverse effects of late and aggressive
 3 airbag deployments while preserving their life-saving benefits.²⁸

4 135. In 1997, NHTSA issued modified federal rules to allow automakers to reduce the
 5 energy in frontal airbags. This led to “an industry-wide changeover” to “redesigned” airbags in
 6 the very next model years (1998-1999).²⁹ The “redesign” consisted of several new technology
 7 innovations. The first and immediate solution was “depowered” airbags: automobile
 8 manufacturers removed some of the gas-generating propellant or stored gas from the inflators to
 9 reduce the pressure and velocity of deployments. This change alone was highly effective in
 10 reducing low-to-moderate speed fatalities.³⁰

11 136. Other innovations to reduce the risk of aggressive deployments included reducing
 12 the volume or rearward extent of airbags, positioning them further from occupants, revised
 13 folding techniques, and tethering and shifting from pyrotechnic inflators to hybrids including
 14 stored gas.³¹

15 137. Old GM knew about and employed these new technologies in its vehicles. Indeed,
 16 as the director of Old GM’s Safety Center Terry Connolly said in 2000, there were no significant
 17 downsides to using this new “depowered” airbag technology, even for unbelted passengers.³²

18 138. Further innovations referred to as “advanced” or “smart” airbags followed soon
 19 thereafter.³³ “Advanced” airbags alter deployment patterns according to feedback from several
 20 sensors. These sensors tailor how the airbag deploys based on the severity of the crash, the size
 21
 22

23 _____
 24 ²⁷ U.S. Department of Transportation, NHTSA, *An Evaluation of the 1998–1999 Redesign of*
Frontal Air Bags, NHTSA Technical Report No. DOT HS 810 685, p.11, (August 2006)
 [hereinafter “NHTSA Redesign Report”]; *see also* Ferguson & Schneider, *supra* note 26.

25 ²⁸ NHTSA Redesign Report, *supra* note 27, at vii.

26 ²⁹ *Id.*; *see also* Micah Wright, *The Hidden Dangers of Older Airbags*, MotorBiscuit (May 8,
 2015), <https://www.motorbiscuit.com/the-hidden-dangers-of-older-airbags> (last visited August 4,
 2021).

27 ³⁰ *See* NHTSA Redesign Report, *supra* note 27 at 25.

28 ³¹ *Id.* at vii.

³² Keebler, *supra* note 24.

³³ *See* NHTSA Redesign Report, *supra* note 27 at p. 3.

1 and posture of the vehicle occupant, whether the occupant is wearing a seatbelt, and how close
2 the occupant is to the airbag.³⁴

3 139. Many “advanced” systems use dual-stage or multi-stage inflators. This means that
4 they have two inflation stages that can be ignited sequentially or simultaneously depending on
5 crash severity.

6 140. “Advanced” airbags phased into production beginning September 1, 2003 and
7 were required in all new vehicles by September 1, 2006.³⁵

8 141. Thus, based on the depowered and advanced airbag technology starting in 1998
9 and 1999, the risks posed by “late” deployments in early generation airbags had greatly
10 diminished. Indeed, while NHTSA estimates that more than 290 deaths were caused by frontal
11 airbag inflation between 1990 and 2008, nearly 90 percent of those deaths occurred in vehicles
12 manufactured before 1998 (i.e. with first generation airbag technology).³⁶ Today, with this new
13 technology, serious injuries from properly functioning airbags are rare.³⁷

14 142. Despite knowledge and use of the new technology mitigating the risks of late
15 deployments, the trucks group still insisted on shutting off the airbags and seatbelts in the Class
16 Vehicles after 45 milliseconds. On information and belief, despite these well-established
17 advancements in airbag technology outlined above, GM continued to use this same defective
18 software algorithm in its vehicles in 2009 and beyond.³⁸

19 143. This reckless decision and continued disregard for clear warnings about the risks
20 in shutting off the SDM too soon during an accident has had real and tragic consequences.

21 **3. GM knew about a pattern of suspicious accidents involving the SDM**
22 **Calibration Defect but has done nothing to correct it.**

23 144. As outlined above, GM has known about the SDM Calibration Defect since it took
24 over Old GM’s books, records, and personnel in 2009. GM has continued to accrue knowledge of

25 ³⁴ Wright, *supra* note 29.

26 ³⁵ NHTSA Redesign Report, *supra* note 27, at vii.

27 ³⁶ Insurance Institute for Highway Safety. “Airbags” (2021), available at:
28 <https://www.iihs.org/topics/airbags> (last visited August 4, 2021).

³⁷ *Id.*

³⁸ Publicly available crash data reports from NHTSA indicate that the Delco SDM was used in GM trucks vehicles up through at least MY 2015.

1 the defect, and its serious consequences, in the years since. Indeed, GM has known about,
 2 investigated, and even litigated numerous crashes in which airbags suspiciously failed to deploy
 3 in multi-impact or prolonged onset frontal crashes in the Class Vehicles—a clear indication of the
 4 SDM Calibration Defect.

5 145. Despite obvious signs of a known and dangerous risk, GM concealed these
 6 accidents and the SDM Calibration Defect from consumers and regulators to avoid or at least
 7 delay a recall and the attendant costs and reputational damage therefrom. To date, GM has taken
 8 no corrective action to repair or recall the Class Vehicles to address this defect.

9 a. **GM has litigated personal injury lawsuits for suspicious airbag**
 10 **failures in the Class Vehicles.**

11 146. In addition to its institutional records and knowledge, GM was on notice of the
 12 SDM Calibration Defect through litigating personal injury lawsuits involving airbag and seatbelts
 13 failures consistent with the SDM Calibration Defect.

14 147. In one case filed in 2011—just two years after GM was formed—Plaintiffs James
 15 Nossar sued GM LLC following a crash in his 2005 Chevrolet Trailblazer (a Class Vehicle here).
 16 As detailed in that complaint, on or about February 25, 2010, Mr. Nossar drove his Trailblazer
 17 into the back of a 1999 Suburban “and sustained a moderate to severe frontal impact . . . at a rate
 18 of speed that exceeded the airbag system’s predetermined deployment threshold.” *See Nossar v.*
 19 *General Motors LLC*, Dkt. 4, Case No. 1:11-cv-02129 (N.D. Ga.). Despite this “significant
 20 frontal collision,” the airbag failed to deploy and seatbelt pretensioners failed to trigger. Without
 21 the airbag or seatbelt to protect him, Mr. Nossar’s head slammed into the steering wheel, which
 22 caused “fracturing practically every bone in his face and brain injuries.” *Id.*

23 148. In support of his claims, in April 2012, Mr. Nossar filed an expert report from
 24 Chris Caruso. Mr. Caruso is an expert in automotive crash sensing systems and worked for Delco
 25 engineering during the development of the defective SDM software in the Class Vehicles. *See id.*
 26 at Dkt. 40-2.

27 149. In that report, Caruso detailed the same flaws in the SDM software calibration
 28 described herein. He explained that the airbag sensing system in the Trailblazer was “defective by

1 design and has the potential to not deploy frontal impact airbags in high speed frontal impacts
2 where conditions vary slightly from the perfect laboratory conditions where the system was
3 designed and tested.” Based on Caruso’s experience working in the development of the SDM
4 software, he related that there were concerns, due to the calibration, “that in longer duration, but
5 high severity events and in concatenated events (such as a curb impact followed by a utility pole
6 impact), the airbags would fail to deploy because the algorithm deployment thresholds were no
7 longer active.” *Id.*

8 150. Caruso further explained that as that litigation proceeded into discovery, he would
9 “expect to identify emails and other correspondence between GM Truck Engineers and Delphi
10 Crash Sensor engineers discussing the concerns over GM Truck Groups’ edict to set certain crash
11 sensor calibration parameters outside the recommended minimum guidelines set by the crash
12 sensing algorithm designers [i.e. the Delphi/Delco engineers].” Caruso “ha[d] seen these
13 documents before and kn[e]w the content,” and summarized that “the calibration values result in
14 premature turning off of algorithm thresholds which effectively disables the front airbags after 45
15 to 50ms.” *Id.* (emphasis added).

16 151. As to Mr. Nossar’s crash specifically, Caruso concluded that the airbags and
17 seatbelts failed because, at the time the airbags should have deployed, and consistent with the
18 SDM Calibration Defect here, “the SDM calibration had already timed out after 45-ms after the
19 crash started.” Caruso’s conclusion there was that “[t]he failure by GM to understand the risks of
20 certain dictated calibration values [in the SDM software calibration] led directly to the design
21 defect that rendered the frontal impact airbag system in the 2005 Chevrolet Trailblazer defective
22 and unreasonably dangerous in certain field relevant, real-world crashes.” *Id.*

23 152. GM LLC, a named defendant in that case, clearly knew about and received Mr.
24 Caruso’s report outlining the history of these issues in the SDM software calibration.

25 153. Another Plaintiff, Chad Vaith, filed a lawsuit against GM LLC in 2017 after an
26 accident in his MY 2014 Silverado. As that complaint relates, in December 2015, Mr. Vaith was
27 involved in an accident in which he drove his Silverado “off the road into a ditch,” after which he
28 “continued through the ditch for approximately forty yards before launching over the

1 driveway/culvert. . . before coming to a final rest approximately twenty yards south.” *See Vaith v.*
 2 *General Motors LLC*, Dkt. 1, Case No. 18-cv-00031 (D. Minn.). Despite multiple impacts in that
 3 prolonged accident, the airbags and seatbelts did not deploy, causing Mr. Vaith to “suffer severe
 4 personal injuries.” Mr. Caruso was also a disclosed expert in that case, although a report from
 5 Caruso was not publicly filed. *See, e.g., id.* at Dkt. 64.

6 154. Mr. Vaith’s case proceeded into fact discovery and ultimately resulted in a
 7 “negotiated settlement” between Mr. Vaith and GM. *Id.* at Dkt. 82.

8 155. Apart from previous lawsuits against GM with Mr. Caruso as an expert, another
 9 automotive crash expert, Sal Fariello, wrote directly to GM’s CEO Mary Barra twice in
 10 December 2016 to raise similar concerns about issues he had observed in the airbag sensing
 11 system in model year 2006 GM SUVs. Mr. Fariello’s letters are available in NHTSA’s public
 12 records.³⁹

13 156. Mr. Fariello’s letters to GM’s CEO focused on an accident in a 2006 Trailblazer (a
 14 Class Vehicle here) for which he served as a litigation consultant in a lawsuit filed in or around
 15 2014. Therein, he lists multiple technical issues with the airbag sensing system that he wanted to
 16 bring to GM’s attention and urge them to address. For example, he cautions that, in his view:

17 a. “The deployment thresholds [i.e. the inputs that will trigger deployment]
 18 for the airbag were set too high and compromised driver and passenger safety as a result of GM’s
 19 improper effort to mitigate lawsuits related to relatively low speed deployments of the airbag.”;

20 b. “The deployment threshold did not meet GM’s and generally accepted
 21 standards for when an airbag should deploy in order to prevent occupant death based on written
 22 technical papers and educational videos produced by GM or its employees.”; and

23 c. “Failure of the SDM to independently process a crash pulse and deploy the
 24 airbag implicates a defective software algorithm; specifically ‘Algo S-H’ [the software algorithm
 25 in the Class Vehicles].”

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 28 ³⁹ Mr. Fariello is a forensic crash investigator. *See* Bill Saporito, “Air Bag Blow Out,” *Time Magazine*, (December 4, 2014). Available at: <https://time.com/3617681/the-air-bag-blowout> (last visited August 4, 2021).

157. At the time, in 2016, Mr. Fariello noted that the SDM could be re-programmed “with a more responsive algorithm” to resolve these issues, and that GM’s “only apparent motive for not doing this related to the cost of implementing a recall.”

158. Frustrated by the response he received from GM’s counsel in response to these letters, Mr. Fariello then wrote to Senator Bill Nelson of Florida enclosing his correspondence to GM and escalating his concerns. Senator Nelson then forwarded that correspondence to NHTSA.⁴⁰

159. As Mr. Fariello concluded, in his view, GM was stalling on this issue “just as they did with the Takata airbag matter.”

b. GM knew or should have known about hundreds of publicly reported airbag failures in the Class Vehicles.

160. GM was also on notice of the SDM Calibration Defect and its attendant safety risks from consumer complaints. These complaints are publicly available online through NHTSA’s website. Between 1999 and the present, hundreds of consumers reported to NHTSA that airbags and/or seatbelts had suspiciously failed during frontal crashes involving concatenated (multiple) impacts or potentially prolonged crash onsets.

161. On information and belief, vehicle manufacturers such as GM monitor these public databases for complaints about their vehicles, considering their statutory obligations to report known safety defects in their vehicles to NHTSA and to consumers. Moreover, in many of these reports, it is expressly clear that GM was directly informed of, and even investigated, the accident in question. While GM has access to the full body of these complaints from 1999 and onward in the public database, it bears mention that over three hundred of them were filed after the new GM entities were created in 2009.⁴¹

162. One such complaint details an accident in a 2004 Chevrolet Trailblazer in August 2014. The driver states that they were traveling 50 MPH on a four-lane highway where another

⁴⁰ Mr. Fariello’s letters to GM and further documentation are available at: <https://static.nhtsa.gov/odi/cmpl/2017/CL-10955948-3381.pdf> (last visited August 4, 2021).

⁴¹ Many publicly reported accidents occurred prior to 2009, which information would likewise have been available to Old GM. GM would have acquired Old GM’s knowledge of these accidents, reflected in its books, records, and personnel, when it was formed in 2009.

1 vehicle, waiting to U-turn, “decided to turn right into me—oncoming traffic.” The vehicles
2 crashed, which then “sent [the driver] into a head on collision with the guard rail.” The driver
3 questions that “there were 2 incidents in that sequence of events that the airbags should have
4 deployed, but did not! This accident caused several injuries to myself and my passenger. We
5 definitely could have been killed and no airbags to help save our lives...” Photos of the damage to
6 the vehicle from that accident follow. (NHTSA Complaint #1100694).



1 163. Another report describes a September 2012 accident in a 2005 Chevrolet
2 Trailblazer. It states that the driver, at 30 MPH, swerved to avoid a deer in the road, which caused
3 the vehicle to lose control, exit the road, and ultimately “crash[] off a 9 foot embankment.” From
4 there, the vehicle continued to crash through a field, into a dirt levy, and finally into a drainage
5 ditch. None of the airbags deployed. The driver “became unconscious after his head crashed into
6 the steering wheel” and “suffered severe neck injuries.” The dealer later inspected the vehicle but
7 responded that the results were “inconclusive” and that the manufacturer “was notified but
8 offered no assistance.” Photos of the damage to the vehicle from that accident follow. (NHTSA
9 Complaint #942950).⁴²



28 ⁴² Accident documentation and photos are available at: <https://static.nhtsa.gov/odi/cmpl/2012/EQ-10477257-8767.pdf> (last visited August 4, 2021).



164. In another example, the complaint describes a serious accident in March 2019 involving a 2005 Chevrolet Equinox. The vehicle crashed into the front of another vehicle at 35

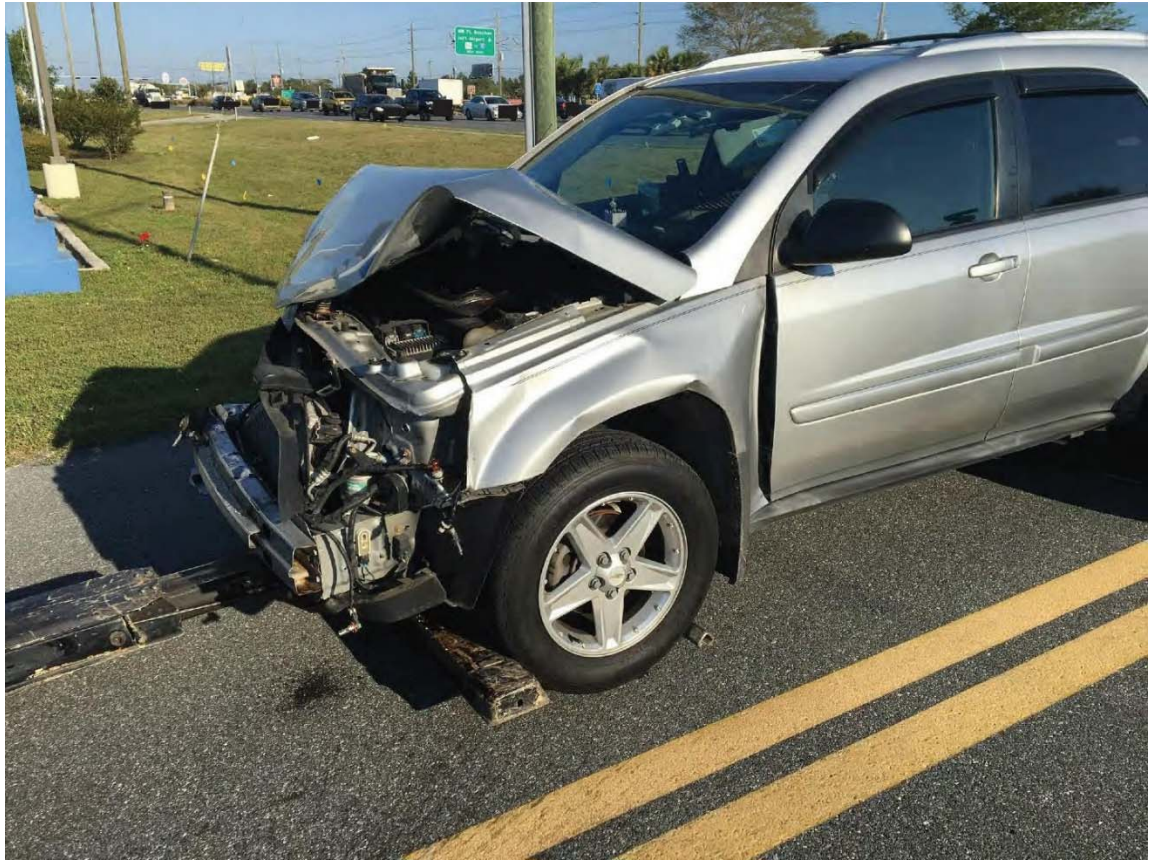
1 MPH. The airbags did not deploy. The driver sustained injuries to the head and ankle and
2 required medical attention. Photos of the damage to the vehicle from that accident follow.



16 165. (NHTSA Complaint #1550406).⁴³

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28 ⁴³ Photos and accident information are available at: <https://static.nhtsa.gov/odi/cmpl/2019/EQ-11191960-7090.pdf> (last visited August 4, 2021).



166. Another account of a July 2007 accident in a model year 2001 Isuzu Rodeo describes a crash at 65 MPH so severe that “the median on the highway sustained property damage” and “the vehicle was destroyed,” but the airbags did not deploy. This is how the vehicle looked after that accident:



167. Additional examples of similarly suspicious frontal accidents—i.e., frontal accidents with multiple discrete impacts, or potentially prolonged onset frontal crashes involving “soft” impacts—in which the airbags and/or seatbelts failed include:

a. NHTSA complaint #753287 dated Tuesday, October 16, 2001, reported an accident on Monday, October 8, 2001 involving a 1999 CHEVROLET SUBURBAN in Andover, KS. The complaint states: “60 MPH CROSS WIND BLEW THE SUBURBAN HEAD ON INTO THE CONCRETE MEDIAN. THE VEHICLE SPUN 360 DEGREES, WENT INTO THE DITCH, THE FRONT END HIT AGAIN THE VEHICLE WENT UP THE OTHER SIDE OF THE EMBANKMENT AND STOPPED IN A FIELD. ENTIRE FRONT END OF THE FRAME NOT REPAIRABLE . . . FRONT CROSSMEMBER BENT AND ENGINE MOVED UPWARDS AT A 10 DEGREE ANGLE. **AIR BAGS FAILED TO DEPLOY.** *AK”⁴⁴

b. NHTSA complaint #859858 dated Friday, April 7, 2000, reported an accident on Saturday, April 3, 1999 involving a 1999 CHEVROLET SILVERADO. The complaint states: “WHILE TRAVELING ON A WET ROAD AT HIGHWAY SPEED OF 60 MPH VEHICLE HYDROPLANED, SPUN INTO A DITCH, AND COLLIDED INTO A TREE WITH BOTH SIDES AND FRONT OF VEHICLE. **UPON IMPACT, AIR BAGS FAILED TO DEPLOY.** MFR. NOTIFIED. *AK”

⁴⁴ Emphasis is supplied here and in the paragraphs that follow.

1 c. NHTSA complaint #877320 dated Wednesday, January 3, 2001, reported
2 an accident on Friday, December 1, 2000 involving a 1999 CHEVROLET SUBURBAN in
3 Amarillo, TX. The complaint states: "CONSUMER WAS TRAVELING ABOUT 40MPH ON
4 HIGHWAY AND ANOTHER VEHICLE VEERED INTO HER LANE, HITTING HER HEAD-
5 ON, AND PUSHING VEHICLE INTO ANOTHER LANE. **VEHICLE HIT TELEPHONE**
6 **POLE, AND DUAL AIRBAGS DIDN'T DEPLOY.** CONSUMER WAS INJURED.
7 CHEVROLET HAS BEEN NOTIFIED. *AK"

8 d. NHTSA complaint #10060150 dated Tuesday, March 2, 2004, reported an
9 accident on Tuesday, February 24, 2004 involving a 2001 CHEVROLET BLAZER in Austin,
10 TX. The complaint states: "**DRIVER SIDE AIR BAG FAILED TO DEPLOY IN A CRASH**
11 **THROUGH: 1. A SIX FOOT TALL WOODEN FENCE AT ALMOST 30MPH, THEN 2. THE**
12 **EXTERIOR SIDE OF A 2-STORY HOME THAT CONTAINED THE KITCHEN SINK AND**
13 **PLUMBING FIXTURES, WHILE SMASHING UP AND OVER THE FIFTEEN-INCH**
14 **CONCRETE FOUNDATION, FRONT-END FIRST.*AK"**

15 e. NHTSA complaint #10082050 dated Thursday, July 15, 2004, reported an
16 accident on Wednesday, July 14, 2004 involving a 2003 CHEVROLET SUBURBAN in Fresno,
17 CA. The complaint states: "THE CONSUMER WAS INVOLVED IN AN ACCIDENT WHERE
18 IT WAS HIT FROM THE FRONT DRIVER SIDE, THE IMPACT CAUSED THE VEHICLE
19 TO HIT A TELEPHONE POLE HEAD ON. **THE AIR BAGS DID NOT DEPLOY.** *JB"

20 f. NHTSA complaint #10103512 dated Friday, December 10, 2004, reported
21 an accident on Sunday, December 5, 2004 involving a 2001 CHEVROLET SILVERADO in
22 Rialto, CA. The complaint states: "CONSUMER'S VEHICLE WAS REAR ENDED WHILE
23 DRIVING 50 MPH. THE VEHICLE WAS FORCE[D] INTO A SPIN AND THEN, IT HIT A
24 CONCRETE ROAD DIVIDER. UPON IMPACT, **NEITHER FRONTAL AIR BAGS**
25 **DEPLOYED.** DRIVER SUSTAINED INJURIES, AND HAD TO BE TRANSPORTED TO A
26 LOCAL HOSPITAL. DEALER AND MANUFACTURER WERE NOTIFIED. THE
27 CONSUMER STATED THAT THE SEAT BELT DID NOT KEEP HER FROM HITTING HER
28 CHEST ON THE STEERING WHEEL."

g. NHTSA complaint #10108404 dated Tuesday, February 1, 2005, reported an accident on Tuesday, January 11, 2005 involving a 2000 CHEVROLET SILVERADO in Toney, AL. The complaint states: “A CAR PULLED OUT IN FRONT OF ME WHICH STILL HIT THE DRIVER'S SIDE OF MY VEHICLE (2000 CHEVY SILVERADO). **THEN MY TRUCK HAD A FULL FRONTAL IMPACT AT GREATER THAN 30 MPH INTO A DIRT WALL IN WHICH NEITHER THE DRIVER'S NOR PASSENGER'S AIRBAGS DEPLOYED (THE TRUCK IS TOTALLED).** I HIT THE STEERING WHEEL AND GOT A CONCUSSION WITH BLOOD AROUND THE BRAIN, A BROKE CHEEK BONE, AND FRACTURED HIP. MY WIFE WAS 33 WEEKS PREGNANT AT THE TIME AND HER WATER BROKE AND SHE GOT A COMPOUND FRACTURE IN THE LOWER LEG/ANKLE. AS A RESULT OF THE WATER BREAKING MY SON WAS BORN 3 DAYS LATER 7 WEEKS PREMATURE. AS FOR WHAT WAS DONE TO CORRECT THE PROBLEM I'M HOPING IT WILL AT LEAST BE INVESTIGATED TO MAKE SURE THIS IS NOT A SYSTEMIC PROBLEM (I.E. SOFTWARE SCREWUP SOMETHING NOT HOOKED UP RIGHT IN THE AIRBAG SYSTEM ETC).”

h. NHTSA complaint #10115806 dated Thursday, March 24, 2005, reported an accident on Thursday, March 24, 2005 involving a 2002 CHEVROLET SILVERADO in Claremore, OK. The complaint states: “A PIECE OF FURNITURE WAS LOCATED IN THE MIDDLE OF THE HIGHWAY WHILE DRIVING, CAUSING THE DRIVER TO HIT THE FURNITURE. DRIVER LOST CONTROL OF A VEHICLE, AND IT CRASHED INTO A CONCRETE WALL. DRIVER'S SIDE SEAT BELT FAILED, AND **THE AIRBAGS DID NOT DEPLOY.**”

i. NHTSA complaint #10158090 dated Tuesday, May 23, 2006, reported an accident on Sunday, February 26, 2006 involving a 2004 CHEVROLET TRAILBLAZER in Fayetteville, NC. The complaint states: “DT*: THE CONTACT STATED WHILE DRIVING 50 MPH THE VEHICLE WAS INVOLVED IN A HEAD ON COLLISION WITH ANOTHER VEHICLE. THE VEHICLE CONTINUED MOVING AND STOPPED BY COLLIDING WITH A STORE SIGN. **THE AIR BAGS DID NOT DEPLOY** AND SEAT BELTS WERE WORN . .

1 . THE INSURANCE COMPANY DETERMINED THE VEHICLE WAS TOTALED DUE TO
2 THE ACCIDENT. THE DEALER DOES NOT HAVE THE MEANS TO TEST FOR AIR BAG
3 NON-DEPLOYMENT. UPDATED 1/24/2007 - *NM”

4 j. NHTSA complaint #10161658 dated Thursday, July 6, 2006, reported an
5 accident on Saturday, June 3, 2006 involving a 1999 CHEVROLET BLAZER in Ludlow, MA.
6 The complaint states in part: “CHEVY DRIVER HIT A CAR IN HER LANE FIRST, THEN
7 RICOCHETED HEAD ON INTO A TREE. **NEITHER TIME DID AIRBAGS DEPLOY.**
8 *TT”

9 k. NHTSA complaint #10163811 dated Friday, July 28, 2006, reported an
10 accident on Thursday, July 20, 2006 involving a 2000 ISUZU RODEO in Nederland, TX. The
11 complaint states: “A GIRL RAN A RED LIGHT AND I HIT HER IN THE PASSENGER SIDE
12 OF HER CAR HEAD ON WITH MY 2000 ISUZU RODEO. IT WAS A FULL FRONTAL
13 COLLISION FOR ME AND MY CHILDREN. LUCKILY, WE ARE ALWAYS BUCKLED UP
14 BECAUSE **NONE OF MY AIRBAGS DEPLOYED AT ALL.** THE OTHER CAR WAS
15 GOING ABOUT 60 MPH AND HER AIRBAG DEPLOYED WHEN I HIT HER BUT MINE
16 DID NOT. LUCKILY, MY CHILDREN WERE NOT HURT BADLY BUT
17 UNFORTUNATELY, I SUSTAINED NECK, BACK AND KNEE INJURIES. I WAS AND
18 STILL AM VERY UPSET THAT MY AIRBAGS FAILED. EVEN THE OWNER OF THE
19 BODY SHOP I USE WAS IN SHOCK THAT THEY DID NOT DEPLOY AS THE IMPACT
20 WAS ENOUGH TO SPLIT THE FRAME OF MY RODEO AND TOTAL IT OUT . . . THANK
21 YOU FOR YOUR TIME, I HOPE I CAN HELP ANOTHER FAMILY FROM GETTING
22 INJURED.”

23 l. NHTSA complaint #10217793 dated Tuesday, February 12, 2008, reported
24 an accident on Thursday, February 7, 2008 involving a 2006 CHEVROLET TRAILBLAZER in
25 Lakewood, OH. The complaint states: “A 2006 CHEVY TRAILBLAZER TRAVELING OVER
26 THE SPEED LIMIT ON MY STREET CRASHED INTO A TREE, A PARKED CAR, AND
27 THEN CONTINUED TO ROLL OVER ACROSS MY FRONT LAWN, LANDING
28 SIDEWAYS AFTER FLIPPING SEVERAL TIMES. THE OCCUPANTS WERE SEVERELY

1 INJURED. **NO AIRBAGS DEPLOYED DURING THE CRASH.** THE DRIVER OF THE
 2 VEHICLE IS IN ICU NEEDING FACIAL RECONSTRUCTIVE SURGERY. *TR”

3 m. NHTSA complaint #10221319 dated Saturday, March 15, 2008, reported
 4 an accident on Thursday, February 21, 2008 involving a 2005 CHEVROLET TRAILBLAZER in
 5 Clay, NY. The complaint states: “I WAS DRIVING ON A 2 LANE ROAD GOING 45MPH. A
 6 CAR WAS FOLLOWING CLOSE BEHIND ME SO I WENT TO GET INTO RIGHT LANE
 7 AND MY TRUCK DID 5 360 AND HIT 3 TREES HEAD ON AND **AIR BAG NEVER**
 8 **DEPLOYED.** *TR”

9 n. NHTSA complaint #10263896 dated Wednesday, April 1, 2009, reported
 10 an accident on Thursday, March 26, 2009 involving a 2002 CHEVROLET TRAILBLAZER in
 11 Elizabeth, NJ. The complaint states: “I WAS IN A CAR ACCIDENT, WHERE I WAS
 12 TRAVELING AT ABOUT 35 MPH. AN AGGRESSIVE DRIVER SPEED AROUND ME AND
 13 CUT ME OFF AND THAN STOMPED ON THIS BRAKES IN FRONT OF ME. DUE TO
 14 THAT I SWERVED TO MISS HIM CLIPPING HIS RIGHT BACK LIGHT AD BUMPER
 15 WITH MY LEFT HEADLIGHT AND BUMPER. AS I WAS SWERVING I HIT A TREE JUST
 16 ABOUT DEAD ON WITH MY CAR . . . I HIT THE TREE AT A SPEED OF ABOUT 28-30
 17 MPH. AFTER INITIAL IMPACT I WAS RUSHED TO THE HOSPITAL DUE TO
 18 UNCONSCIOUS AND FACIAL CONTUSIONS. DURING THE FIRST MOMENTS AFTER
 19 THE ACCIDENT, ONE OF THE FIRST THINGS OFFICERS, EMTS AND WITNESSES SAID
 20 WAS “**I CAN'T BELIEVE THE AIRBAGS DIDN'T GO OFF.**” IN THE RECENT DAYS
 21 AFTER THE ACCIDENT I HAVE HAD SEVERAL MECHANICS AND SUCH APPRAISE
 22 THE CAR, THE ONE COMMON THEME THEY ALL SHARE IS THAT THEY SUSPECT
 23 THERE MIGHT NOT BE AN AIRBAG WHERE IT BELONGS. OR THE LACK THERE OF.
 24 *TR”

25 o. NHTSA complaint #10463248 dated Wednesday, June 27, 2012, reported
 26 an accident on Friday, July 15, 2011 involving a 2005 GMC in Richmond, VA. The complaint
 27 states: “THE CONTACT STATED WHILE DRIVING 55 MPH, HE CRASHED INTO A TREE.
 28 **THE AIR BAGS FAILED TO DEPLOY . . .** A POLICE REPORT WAS FILED. THE

1 MANUFACTURER WAS MADE AWARE OF THE FAILURE; HOWEVER, THEY
2 PROVIDED NO ASSISTANCE . . . THE CONSUMER'S VEHICLE WAS DAMAGED WHEN
3 HE TRIED TO AVOID HITTING THE VEHICLE BY SWERVING SIDEWAYS AND
4 SLIDING INTO THE GRASS. HE TRIED STOPPING THE VEHICLE WHILE IT WAS STILL
5 ON THE PAVEMENT BUT HE INEVITABLY RAN INTO THE DITCH AND FLEW
6 AIRBORNE INTO A TREE, AND THE TRUCK OVERTURNED.”

7 p. NHTSA complaint #10524151 dated Wednesday, July 10, 2013, reported
8 an accident on Thursday, May 30, 2013 involving a 2006 CHEVROLET TRAILBLAZER in
9 Mansfield, OH. The complaint states: “THIS COMPLAINT IS BEING FILED ON BEHALF OF
10 THE VEHICLE OWNER AND DRIVER. THIS CHEVY TRAILBLAZER WAS INVOLVED
11 IN A TWO VEHICLE, DOUBLE FATAL CRASH. THE FRONT OF THE TRAILBLAZER
12 STRUCK THE DRIVER'S SIDE DOOR OF A CAVALIER THAT FAILED TO YIELD FROM
13 A STOP SIGN. THE TRAILBLAZER STAYED CONNECTED WITH THE CAVALIER,
14 FORCING IT OFF THE LEFT SIDE OF THE ROADWAY AND INTO A LARGE TREE.
15 BOTH OCCUPANTS IN THE CAVALIER WERE FATALLY INJURED. **THE FRONT**
16 **AIRBAGS DID NOT DEPLOY ON THE TRAILBLAZER** AND NO EVENT WAS
17 RECORDED ON THE AIRBAG CONTROL MODULE. *TR”

18 q. NHTSA complaint #10537593 dated Tuesday, August 27, 2013, reported
19 an accident on Tuesday, August 13, 2013 involving a 2003 CHEVROLET BLAZER in Harrison
20 Township, MI. The complaint states: “I WAS TRAVELING SOUTHBOUND WHEN I
21 EXPERIENCED A SEIZURE AND LOST CONTROL OF MY VEHICLE. I PROCEEDED TO
22 VEER TO THE LEFT WHERE I CLIPPED SEVERAL CARS THAT WERE HEADED
23 NORTHBOUND . . . I THEN PROCEEDED OVER A TREE LAWN AND INTO A PARKING
24 LOT. I HIT A DODGE RAM PICKUP WITH THE RIGHT FRONT CORNER OF MY
25 VEHICLE AND PUSHED THAT VEHICLE INTO ANOTHER PARKED CAR THAT WAS
26 NEXT TO IT. BOTH VEHICLES ENDED UP SIDEWAYS AND MY VEHICLE ENDED UP
27 SPUN AROUND 180 DEGREES . . . THE JAWS OF LIFE WERE USED TO EXTRACT ME
28 FROM MY VEHICLE. I WAS TAKEN TO A LOCAL HOSPITAL WHERE IT WAS

1 DETERMINED THAT I SUFFERED BURST FRACTURES OF L1, L2, AND L3. I ALSO
2 SUFFERED AN EVULSION FRACTURE OF MY LEFT ANKLE. THE POLICE REPORT
3 STATES THAT I WAS TRAVELLING AT A HIGH RATE OF SPEED AND THAT THE
4 VEHICLES WHICH WERE NORTHBOUND WERE JUST CLIPPED. **THE AIRBAGS ARE**
5 **BOTH STILL WITHIN THEIR CASES AS NEITHER DEPLOYED** . . . THE INSURANCE
6 INVESTIGATOR EVEN EXPRESSED TO MY WIFE THAT HE WAS SURPRISED THAT
7 THE AIR BAG DID NOT DEPLOY.”

8 r. NHTSA complaint #10550276 dated Wednesday, October 30, 2013,
9 reported an accident on Monday, October 28, 2013 involving a 2006 CHEVROLET
10 TRAILBLAZER in Neihart, MT. The complaint states: “TL* THE CONTACT OWNS A 2006
11 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING
12 APPROXIMATELY 35 MPH, SHE LOST CONTROL OF THE VEHICLE WHILE DRIVING
13 IN SNOWY WEATHER. THE VEHICLE NOSE DIVED INTO AN EMBANKMENT AND
14 THEN CRASHED INTO A BOULDER. **THE AIR BAGS FAILED TO DEPLOY.** THE
15 CONTACT WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE FOR
16 TREATMENT OF A CONCUSSION AND BRUISING. THE FRONT PASSENGER WAS
17 ALSO INJURED AND SUSTAINED BRUISING. THE VEHICLE WAS DESTROYED. THE
18 MANUFACTURER WAS MADE AWARE OF THE FAILURE.”

19 s. NHTSA complaint #10574295 dated Sunday, March 23, 2014, reported an
20 accident on Friday, February 21, 2014 involving a 2010 GMC TERRAIN in Saint Joe, IN. The
21 complaint states: “INVOLVED IN A 21 CAR PILE UP IN THE UPPER PENINSULA DURING
22 A COMPLETE WHITE OUT. WE WERE ONLY TRAVELING APPROXIMATELY 25
23 MILES PER HOUR BUT, WE DID HAVE SERIOUS IMPACT IN THE FRONT, AFTER
24 HITTING A TRAILER AND ALSO SERIOUS IMPACT FROM BEHIND WHEN HIT BY A
25 TRUCK AND TRAILER. **NO AIRBAGS DEPLOYED.** THE TRUCK TRAVELING AHEAD
26 OF US, THAT WE HIT, THE AIRBAGS DID DEPLOY. MY FATHER AND BROTHER,
27 WHO WERE ALSO BOTH DRIVING CHEVY TRUCKS, AND ALSO HAD SERIOUS
28

1 FRONT END DAMAGE DURING THE SAME ACCIDENT, THEIR AIRBAGS DID NOT
2 DEPLOY EITHER. *TR”

3 t. NHTSA complaint #10576031 dated Monday, March 31, 2014, reported an
4 accident on Sunday, March 23, 2014 involving a 2012 CADILLAC SRX in Kaplan, LA. The
5 complaint states: “I FELL ASLEEP WHILE DRIVING, JUMPED A LEVEE, RAN THROUGH
6 A FENCE, AND WRECKED IN A GRASSY WATERY AREA. MY ENGINE WAS
7 SMASHED, THE MOTOR MOUNT BROKE, AND MY TIRES ARE PUSHED BACK. MY
8 **AIR BAGS DID NOT DEPLOY**. MY FACE HIT THE STEERING WHEEL AND MY NOSE
9 IS BROKEN. I WOULD LIKE TO FIND OUT IF THERE IS ANY RECALLS ON THIS CAR.
10 *TR”

11 u. NHTSA complaint #10583703 dated Saturday, April 19, 2014, reported an
12 accident on Thursday, March 13, 2014 involving a 2012 GMC TERRAIN in Moneta, VA. The
13 complaint states: “I INADVERTENTLY VEERED OFF SIDE ROADWAY, (VA HIGHWAY
14 220) COLLIDING WITH A TREE/ROADSIDE SHRUBS, ETC (WAS KNOCKED
15 UNCONSCIOUS AS FOREHEAD HIT STEERING WHEEL ON INITIAL IMPACT).
16 **AIRBAGS DID NOT DEPLOY** ALLOWING ME TO SUSTAIN A HEAD INJURY THAT
17 KNOCKED ME UNCONSCIOUS... FOREHEAD WAS GASHED WITH SIGNIFICANT
18 BLEEDING. I WAS TRANSPORTED BY AMBULANCE IN UNCONSCIOUS STATE.
19 DAMAGE TO VEHICLE IS IN EXCESS OF \$8,000 SO FAR AS VEHICLE STILL IN
20 REPAIR SHOP WITH MASSIVE FRONT END DAMAGE THAT AFFECTS STEERING
21 LINKAGE, ETC. THE IMPACT OF VEHICLE AGAINST FOLIAGE, TREES SHRUBS,
22 SHOULD HAVE FORCED AIR BAGS TO DEPLOY AND I BELIEVE THAT I WOULD NOT
23 HAVE SUSTAINED A HEAD INJURY THAT RENDERED ME UNCONSCIOUS WITH
24 MILD CONCUSSION AND COULD NOT CONTROL VEHICLE LEAVING ROADWAY.
25 *TR”

26 v. NHTSA complaint #10592423 dated Monday, May 19, 2014, reported an
27 accident on Thursday, May 8, 2014 involving a 2003 CHEVROLET SILVERADO in
28 Burtonsville, MD. The complaint states: “TRUCK COLIDED WITH GUARD RAIL.

1 BOUNCED OFF, HIT VEHICLE 1, THEN INTO VEHICLE 2 THEN STOPPED AFTER
 2 HITTING VEHICLE 3 A SEMI TRUCK. ALL DAMAGE WAS DONE TO FRONT OF THE
 3 CHEVY SILVERADO. **AT NO TIME DID THE AIRBAGS DEPLOY.**”

4 w. NHTSA complaint #10622016 dated Wednesday, August 13, 2014,
 5 reported an accident on Saturday, August 9, 2014 involving a 2012 CHEVROLET TAHOE in
 6 The Colony, TX. The complaint states: “WHILE TURNING LEFT (TAHOE) WITH A
 7 PROTECTED GREEN ARROW AT AN X-SHAPED INTERSECTION, VEHICLE (KIA
 8 SEDAN) AT FAULT FAILED TO YIELD AND ENTERED THE INTERSECTION AT
 9 SPEEDS UPWARDS OF 40 MPH FROM THE LEFT OF THE TAHOE. FRONT-IMPACT
 10 COLLISION OCCURRED . . . TAHOE STRUCK PASSENGER SIDE OF KIA SEDAN.
 11 TRAJECTORY OF IMPACT CAUSED DIRECTIONAL CHANGES IN UPWARDS OF 90*
 12 FOR BOTH VEHICLES; THE FORCE OF THE PRIMARY ACCIDENT DESCRIBED ABOVE
 13 ALSO CAUSED MENTIONED VEHICLES TO COLLIDE WITH LEFT REAR OF ANOTHER
 14 VEHICLE (HONDA SEDAN) . . . DUE TO THE FORCE OF IMPACT, FRONT & SIDE
 15 AIRBAGS DEPLOYED ON BOTH THE KIA SEDAN AND THE HONDA SEDAN, BUT
 16 **FAILED TO DEPLOY ON THE TAHOE** . . . FORCE WAS SUCH THAT AFTER THE
 17 COLLISION, TAHOE TRANSMISSION WAS IN DRIVE, BUT REMAINED AT A
 18 COMPLETE STOP. DAMAGE SUSTAINED ON THE TAHOE INCLUDE FRONT-END
 19 BODY DAMAGE, ENGINE DAMAGE (VEHICLE REQUIRED TOWING AND WAS
 20 INOPERABLE), AND FRAME DAMAGE, AT A MINIMUM . . . MULTIPLE FIRST-
 21 RESPONDERS COMMENTED ON THE ODDITY THAT, GIVEN THE DAMAGE
 22 SUSTAINED BY THE TAHOE AND THE VELOCITY AT IMPACT, THE AIRBAGS
 23 DEPLOYED ON ALL VEHICLES BUT THE TAHOE. *TR”

24 x. NHTSA complaint #10641399 dated Saturday, October 4, 2014, reported
 25 an accident on Tuesday, June 7, 2011 involving a 2002 CHEVROLET TAHOE in Cheney, WA.
 26 The complaint states: “THE CONTACT STATED THAT WHILE THE DRIVER WAS
 27 DRIVING AT 45 MPH AND ATTEMPTED TO AVOID A CRASH WITH ANOTHER
 28 VEHICLE. AS A RESULT, THE DRIVER CRASHED INTO A GUARDRAIL AND **THE AIR**

1 **BAGS FAILED TO DEPLOY.** A POLICE REPORT WAS FILED. THE CONTACT WAS
 2 TAKEN TO A HOSPITAL AND SUSTAINED INJURIES TO THE RIBS, THE COLLAR
 3 BONES, A BRAIN TRAUMA AND A COLLAPSED LUNG. THE DRIVER SUFFERED
 4 FROM FATAL INJURIES.”

5 y. NHTSA complaint #10767586 dated Tuesday, September 22, 2015,
 6 reported an accident on Saturday, August 1, 2015 involving a 2004 CHEVROLET
 7 TRAILBLAZER in Tallahassee, FL. The complaint states: “MY MOTHER WAS INVOLVED
 8 IN A 1 CAR ACCIDENT ON BAUM RD LOCATED IN TALLAHASSEE, FL. SHE WAS THE
 9 ONLY PASSENGER DETERMINED TO BE IN THE VEHICLE AT THE TIME OF THE
 10 ACCIDENT. ACCORDING TO THE CRASH REPORT, D1 (DRIVER ONE) WAS
 11 TRAVELING WESTBOUND ON BAUM RD GOING THE NORMAL POSTED SPEED OF
 12 55MPH, WHEN SHE VEERED TOWARDS THE CENTER OF THE RD AND SUDDENLY
 13 TURNED RIGHT VEERING OF THE RIGHT SHOULDER OF THE RD AND STRIKING
 14 SEVERAL TREES ON THE DRIVERS SIDE AND FRONT END . . . WHEN I WENT TO
 15 RETRIEVE MY MOTHERS THINGS FROM HER TRAILBLAZER, I NOTICED THAT **NO**
 16 **AIR BAGS HAD DEPLOYED.** AND AS FAST AS MY MOM WAS GOING AND THE
 17 TYPE OF IMPACT & DAMAGE HER SUV SUSTAINED, I WOULD THINK AND HOPE
 18 THE AIRBAGS WOULD DEPLOY IN THIS TYPE OF ACCIDENT, THUS PREVENTING
 19 SERIOUS INJURY OR DEATH. MY MOM WAS NOT SO LUCKY, AND MYSELF AND MY
 20 FAMILY HAVE ENDURED GREAT PAIN FROM LOOSING HER SO SUDDENLY.”

21 z. NHTSA complaint #10907149 dated Friday, September 16, 2016, reported
 22 an accident on Thursday, September 1, 2016 involving a 2006 CADILLAC SRX in Happy
 23 Valley, OR. The complaint states: “THE VEHICLE HIT A CURB AND DROVE INTO A
 24 BUILDING. **THE AIR BAGS FAILED TO DEPLOY.** THE CONTACT SUSTAINED
 25 INJURIES THAT REQUIRED MEDICAL ATTENTION . . . THE MANUFACTURER WAS
 26 NOTIFIED OF THE FAILURE.”

1 168. GM knew or had reason to know about these complaints, which are publicly
2 available on NHTSA's website. Indeed, many complaints explicitly state that GM was directly
3 informed of and/or investigated these suspicious accidents. For example:

4 a. A complaint about an August 2018 accident in a 2008 GMC Acadia details
5 that the airbags and seatbelt pretensioners did not deploy after the complainant's wife fell asleep
6 at the wheel and struck a utility pole and then a large dirt embankment—which caused her to “hit
7 the steering column so hard . . . it broke the column and broke her sternum,” and caused the
8 granddaughter in the passenger seat to break her back in two places. It continues that “GENERAL
9 MOTORS . . . SENT A MAN TO DOWNLOAD THE COMPUTER INFORMATION THEY
10 SENT ME A COPY OF THE INFO AND LATER CONTACTED ME SAYING THE INFO
11 SHOWED EVERYTHING WAS WORKING PROPERLY.” NHTSA complaint #11066850.

12 b. After a July 2014 head on collision at 50 MPH where the airbags did not
13 deploy in a 2007 Silverado, totaling the vehicle, another driver was “TOLD BY GM THAT
14 CRASH DID NOT MEET CRITERIA FOR DEPLOYMENT.” The driver expressed skepticism
15 about this response, and in the complaint, stated “A HEAD ON COLLISION AT 50 MPH THAT
16 TOTALED 2500 SERIES CHEVY TRUCK. HARD FOR ME TO BELIEVE . . . DO I NEED
17 TO [BE] CONCERNED?” NHTSA complaint #10608220.

18 c. Another driver reported on a May 2014 accident in a 2012 GMC Terrain in
19 Moneta, VA. The driver struck “something” head on after veering off the highway and proceeded
20 through trees and brush. They were knocked unconscious after hitting their head on the steering
21 wheel upon the first impact, as the airbags had failed to deploy. They were transported to a
22 hospital by ambulance and spent two days in inpatient care. The driver later “CONTACTED
23 GMC CORPORATE . . . TO ADVISE MY CONCERNS FOR SAFETY . . . RECEIVED A
24 FOLLOW UP TELEPHONE CALL FROM GMC REPRESENTATIVE . . . HE EXPRESSED
25 NO INTEREST IN MY COMPLAINT . . . REFUSED TO COMMENT ON MY STATEMENT
26 THAT AIR BAG FAILED TO DEPLOY RESULTING IN EXTENSIVE DAMAGE TO FRONT
27 OF VEHICLE AND SUSTAINING A HEAD INJURY AS NO BAG DEPLOYED . . . I WAS
28

1 ADVISED THAT GMC HAD NO FURTHER INTEREST IN THIS MATTER AND WOULD
2 NOT EVALUATE MY SAFETY CONCERNS.” NHTSA complaint #10588334.

3 d. After a July 2012 accident involving a 2012 GMC Terrain in San
4 Clemente, CA in which the Terrain was hit multiple times in an intersection in the driver’s front
5 end, but no airbags deployed, resulting in whiplash and contusions to the driver, a GM
6 representative responded to a complaint lodged by the driver’s parents and stated that there was
7 “NO NEED FOR DEPLOYMENT” because it was a “LOW THRESHOLD EVENT.” NHTSA
8 complaint #10466384.

9 e. After hitting a patch of black ice at 58 MPH in a Chevrolet Silverado in
10 January 2008, another complainant described that they lost control of the vehicle, ran off the road,
11 crashed into a telephone pole and ultimately into a frozen embankment. The airbags did not
12 deploy, causing the driver to hit the steering wheel. As the complainant relates, they “FILED A
13 COMPLAINT WITH THE MANUFACTURER, BUT THE COMPLAINT WAS DENIED. THE
14 MANUFACTURER WAS UNABLE TO DIAGNOSE THE VEHICLE; HOWEVER, AFTER
15 INSPECTION OF THE VEHICLE, THE MANUFACTURER CONFIRMED THAT THE AIR
16 BAGS WERE ENABLED AT THE TIME OF IMPACT. THEY DID NOT GIVE AN
17 EXPLANATION FOR THE DEPLOYMENT FAILURE.” NHTSA complaint #10238395.

18 f. In a report about a March 2006 accident involving a 2005 Cadillac
19 Escalade in Louisville, KY, the complainant describes that after none of the airbags deployed in a
20 front end collision in their 4-week old vehicle, they “CALLED CADILLAC CUSTOMER
21 SERVICE AND WAS GIVEN AN AIRBAG HISTORY LESSON VIA TELEPHONE FROM
22 SOMEONE THAT HAD NEVER SEEN MY VEHICLE OR INSPECTED IT FOR DAMAGE
23 AFTER THE ACCIDENT. AT THE END OF OUR CONVERSATION I WAS TOLD ALL
24 WAS OK, NONE OF MY AIRBAGS SHOULD HAVE DEPLOYED AND NOT TO WORRY
25 ABOUT IT. THE ENTIRE FRONT END OF MY VEHICLE WAS KNOCKED OFF, THE
26 FRAME HAS MULTIPLE CRACKS AND IS BENT AS A RESULT OF THE COLLISION
27 AND THE COLLISION CENTER IS 90% CERTAIN THE VEHICLE IS NOT REPAIRABLE.
28 *JB” NHTSA complaint #10152376.

1 g. After an August 2004 accident involving a 1999 Chevrolet Astro in
2 Norfolk, Virginia in which the vehicle jumped a curb, struck a fire hydrant, and then struck a
3 tree without the airbags deploying, the driver was taken by ambulance to the hospital for head and
4 neck injuries. After the accident, the “CONSUMER CONTACTED THE MANUFACTURER
5 AND A REPRESENTATIVE CAME DOWN TO MEET WITH THE DEALER AND
6 CONSUMER. THE REPRESENTATIVE INFORMED CONSUMER THAT THE VEHICLE
7 WAS FUNCTIONING AS DESIGNED.” NHTSA complaint # 10087718.

8 h. Another driver contacted GM after the airbags did not deploy in a February
9 2004 front end collision at 25-30 MPH in their 2000 Isuzu Rodeo in Westwood, NJ. “THE
10 CONSUMER CONTACTED THE MANUFACTURER ABOUT THE AIR BAGS BUT THE
11 REPRESENTATIVE DID NOT SEEM TO BE TOO CONCERNED ABOUT THE
12 SITUATION.” NHTSA complaint #10087550.

13 i. Another driver described a head on collision at 39 MPH in their 2002
14 Chevrolet Tahoe in which the airbags did not deploy and the seatbelts did not tighten. The driver
15 hit their head on the steering wheel, knocking them unconscious. A readout from the vehicle’s
16 computer showed the seatbelts were in working order, and GM responded by sending a
17 representative to inspect the vehicle in person. The complainant was awaiting a response from
18 GM at the time of the report. NHTSA complaint #10353935.

19 169. More than eight hundred similar complaints—i.e. frontal crashes in the Class
20 Vehicles with airbag and seatbelt failures following multiple impacts, or, potentially long-soft
21 frontal impacts—are attached hereto as Exhibit A.⁴⁵

22 170. In addition to these consumer complaints, a separate, public dataset from NHTSA,
23 the Fatality Analysis Reporting System (“FARS”) provides a nationwide census of crashes that
24 resulted in fatal injuries. While the complaints outlined above are reported to NHTSA by
25 consumers and can include any type of complaint or incident, FARS data is reported by state
26 agencies responsible for monitoring all qualifying fatal crashes in their states. To be included in
27

28 ⁴⁵ The accidents in the preceding paragraph and Exhibit A include data for Class Vehicles in
model years 1999-2014.

1 FARS data, a crash must involve a motor vehicle traveling on a public road and result in the death
 2 of a person in one or more of the vehicles involved in the crash within 30 days of the crash. The
 3 dataset collects information on over 100 different data elements that characterize the crash, the
 4 vehicles, and the people involved—including whether or not the airbags deployed.

5 171. NHTSA's FARS dataset also reveals a recurring pattern of suspicious
 6 nondeployments during frontal crashes (i.e., the crash dynamics that can implicate the SDM
 7 Calibration Defect) and reinforces the extremely high stakes of such incidents. From 1999 to
 8 present, FARS data reflects at least 1,946 frontal crashes where the airbags did not deploy in a
 9 Class Vehicle—1,167 of which occurred in 2009 or later, after New GM was formed. This same
 10 data reflects that at least 1,298 individual occupants (drivers or passengers) in a Class Vehicle
 11 were injured or killed in these crashes.

12 **D. Despite its knowledge, GM misrepresented and concealed important**
 13 **information about the SDM Calibration Defect and Class Vehicle safety.**

14 172. For many consumers, including Plaintiffs, safety is one of the most important
 15 factors when buying or leasing a vehicle. GM capitalized on this fact in advertising and other
 16 consumer-facing representations about the Class Vehicles and touted the safety of the Class
 17 Vehicles in national marketing campaigns.

18 173. In nationwide advertisement campaigns and promotional materials, GM
 19 maintained that the Class Vehicles were safe and reliable, and it did not correct representations
 20 about the Class Vehicles' safety and reliability made by Old GM in the past. Instead, GM has
 21 repeatedly touted the Class Vehicles' passenger safety systems and assured consumers they could
 22 be relied upon to activate the airbags and seatbelts during a crash. These representations are false
 23 and misleading because of what they fail to say; GM uniformly failed to disclose that the SDM
 24 Calibration Defect could—at the worst possible moment—prevent the airbags and seatbelts from
 25 activating.

26 174. Plaintiffs and Class members, directly or indirectly, were exposed to these
 27 advertisements and promotional materials prior to purchasing or leasing their Class Vehicles. If
 28 GM had instead chosen to disclose the truth about the SDM Calibration Defect—including at

dealerships, on its website, in brochures, press releases or in other promotional materials—
 Plaintiffs and Class members would have seen those disclosures. The misleading statements about
 Class Vehicles’ safety in GM’s advertisements and promotional materials, as well as GM’s
 omission of the truth about the SDM Calibration Defect, influenced Plaintiffs and Class
 members’ decisions to purchase or lease Class Vehicles.

1. Labels and window stickers on the Class Vehicles stated that they were equipped with working airbags and seatbelts and failed to disclose the SDM Calibration Defect.

175. To sell vehicles in the United States, GM was required to “certify to the distributor or dealer at delivery that the vehicle or equipment complies with applicable motor vehicle safety standards prescribed” by NHTSA under Chapter 301 of Title 49 of the U.S. Code. GM “may not issue the certificate if, in exercising reasonable care,” they have “reason to know the certificate is false or misleading in a material respect.” 49 U.S.C. § 30115; see also 49 U.S.C. § 30112.

176. Because “[c]ertification of a vehicle must be shown by a label permanently fixed to the vehicle,” all Class Vehicles have a permanent label certifying compliance with the safety regulations prescribed by NHTSA. Since all the Class Vehicles are passenger vehicles, the permanent label must state: “This vehicle conforms to all applicable Federal motor vehicle safety, bumper, and theft prevention standards in effect on the date of manufacture shown above.” 49 C.F.R. § 567.4(g)(5).

177. These labels were false and misleading because they failed to warn consumers about the risk that the SDM would fail during a frontal crash, and instead indicated that the passenger safety system would function properly. See 49 C.F.R. § 571.208 (S4.1.5.4, S4.1.5.5) (Federal motor vehicle safety standards requiring Occupant Restraint Systems with airbags and seatbelts).

178. Vehicle manufacturers have a duty to disclose known safety defects to the public and to NHTSA. When a vehicle manufacturer learns of a safety defect, federal law requires it to disclose the defect to NHTSA and to the owners, purchasers, and dealers of the vehicle. 49 U.S.C. § 30118(c). Indeed, GM Parent acknowledges these obligations in its public SEC filings. In its Form 10-K for fiscal year 2019, GM Parent states: “If we or NHTSA determine that either a

1 vehicle or vehicle equipment does not comply with a safety standard or if a vehicle defect creates
2 an unreasonable safety risk, the manufacturer is required to notify owners and provide a remedy.”

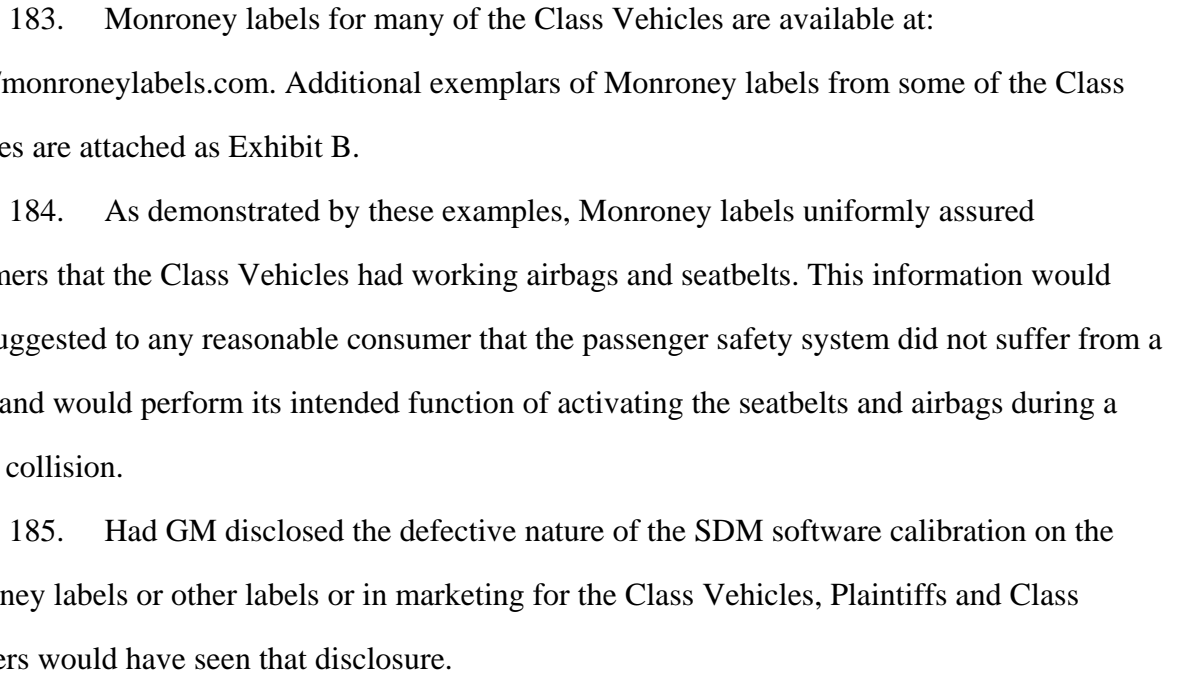
3 179. The interiors of the Class Vehicles also contain prominent labels that alert the
4 driver and passengers to the vehicle’s airbag system. For example, steering wheels and passenger
5 dashboards typically have labels identifying the airbag and safety restraint system (or “SRS”).

6 180. GM was also specifically required to include in their vehicles warning labels that
7 alerted consumers of the need to perform airbag maintenance. For example, S4.5.1 of 49 C.F.R.
8 § 571.208 states:

9 Air bag maintenance or replacement information. If the vehicle
10 manufacturer recommends periodic maintenance or replacement of
11 an inflatable restraint system, as that term is defined in S4.1.5.1(b)
12 of this standard, installed in a vehicle, that vehicle shall be labeled
13 with the recommended schedule for maintenance or replacement.
14 The schedule shall be specified by month and year, or in terms of
15 vehicle mileage, or by intervals measured from the date appearing
16 on the vehicle certification label provided pursuant to 49 CFR Part
17 567. The label shall be permanently affixed to the vehicle within
18 the passenger compartment and lettered in English in block capital
19 and numerals not less than three thirty-seconds of an inch high.
20 This label may be combined with the label required by S4.5.1(b) of
21 this standard to appear on the sun visor.

22 181. Plaintiffs is unaware of any label in any Class Vehicle that alerted consumers to
23 the SDM Calibration Defect or the need to perform maintenance to protect the SDM from
24 preventing airbag deployment or seatbelt tightening when they are needed.

25 182. GM also distributed the Class Vehicles with so-called “Monroney” labels (also
26 known as “window stickers”) that described the equipment and safety features of the vehicles,
27 including airbags. Dealers sell Class Vehicles to consumers with these labels visible. An image of
28 a Monroney label for the 2012 Silverado is included below as a representative example. In the
center of the image, it features a “Five Star” frontal crash rating for drivers. Under “Safety &
Security” features, it touts the “dual stage” airbags.



2. **GM published owners' manuals for the Class Vehicles that detailed their safety features but did not disclose the SDM Calibration Defect.**

186. GM (and Old GM before it) published owners' manuals for each of the Class Vehicles, which were distributed and available throughout the United States. These manuals were directed at consumers and included misleading statements regarding seatbelts, airbags, and passenger safety systems. These statements uniformly omitted any warning to consumers that the SDM could effectively shut off during a crash after just 45 milliseconds.

187. Representative examples of statements from owners' manuals with materially misleading omissions concerning the effectiveness of their airbags follow in the paragraphs below.

188. The manual for the 2002 Cadillac Escalade provides extensive detail about the vehicle's airbags, including the below details and images. In addition to explaining the types of airbags and where they are located, the manual specifically alerts consumers that the airbags "are designed to inflate in moderate to severe frontal or near-frontal crashes" where "the impact speed is above the system's designed 'threshold level.'" As to frontal airbags, it explains that they have been "designed to help reduce the risk of injury from the force of an inflating airbag."

Supplemental Restraint Systems (SRS)

This part explains the frontal and side impact Supplemental Restraint Systems (SRS) or air bag systems.

Your vehicle has four air bags -- a frontal air bag for the driver, another frontal air bag for the right front passenger, a side impact air bag for the driver, and another side impact air bag for the right front passenger.

Frontal air bags are designed to help reduce the risk of injury from the force of an inflating frontal air bag. But these air bags must inflate very quickly to do their job and comply with federal regulations.

When should an air bag inflate?

The driver's and right front passenger's frontal air bags are designed to inflate in moderate to severe frontal or near-frontal crashes. But they are designed to inflate only if the impact speed is above the system's designed "threshold level."

If your vehicle goes straight into a wall that doesn't move or deform, the threshold level is about 9 to 16 mph (14 to 26 km/h). The threshold level can vary, however, with specific vehicle design, so that it can be somewhat above or below this range.

If your vehicle strikes something that will move or deform, such as a parked car, the threshold level will be higher. The driver's and right front passenger's frontal air bags are not designed to inflate in rollovers, side impacts, or rear impacts, because inflation would not help the occupant.

How the Air Bag Systems Work

Where are the air bags?



The driver's frontal air bag is in the middle of the steering wheel.



The right front passenger's frontal air bag is in the instrument panel on the passenger's side.

The driver's side impact air bag is in the side of the driver's seatback closest to the door.

How the Air Bag Systems Work

Where are the air bags?



The driver's frontal air bag is in the middle of the steering wheel.



The right front passenger's frontal air bag is in the instrument panel on the passenger's side.

The driver's side impact air bag is in the side of the driver's seatback closest to the door.

When Should an Airbag Inflate?

Frontal airbags are designed to inflate in moderate to severe frontal or near-frontal crashes to help reduce the potential for severe injuries mainly to the driver's or right front passenger's head and chest. However, they are only designed to inflate if the impact exceeds a predetermined deployment threshold. Deployment thresholds are used to predict how severe a crash is likely to be in time for the airbags to inflate and help restrain the occupants.

Whether the frontal airbags will or should deploy is not based on how fast your vehicle is traveling. It depends largely on what you hit, the direction of the impact, and how quickly your vehicle slows down.

All of the airbags in the vehicle will have the word AIRBAG embossed in the trim or on an attached label near the deployment opening.

For frontal airbags, the word AIRBAG will appear on the middle part of the steering wheel for the driver and on the instrument panel for the right front passenger.

With seat-mounted side impact airbags, the word AIRBAG will appear on the side of the seatback closest to the door.

With roof-rail airbags, the word AIRBAG will appear along the headliner or trim.

Airbags are designed to supplement the protection provided by safety belts. Even though today's airbags are also designed to help reduce the risk of injury from the force of an inflating bag, all airbags must inflate very quickly to do their job.

Airbag System

The vehicle has the following airbags:

- A frontal airbag for the driver.
- A frontal airbag for the right front passenger.
- A seat-mounted side impact airbag for the driver.
- A seat-mounted side impact airbag for the right front passenger.
- A roof-rail airbag for the driver, passenger seated directly behind the driver, and the third row outboard passenger position.
- A roof-rail airbag for the right front passenger, passenger seated directly behind the right front passenger, and the third row outboard passenger position.

189. The manuals for the 2009 Chevy Traverse and 2010 Buick Enclave include similar details and images. Like the manual for the 2002 Cadillac Escalade, they also assure consumers that the vehicle's airbags are "designed to help reduce the risk of injury from the force of an inflating bag" and, thus, that the aggressive deployment problems that plagued first-generation airbags had been alleviated. It also assures that the frontal airbags have been "designed to inflate in moderate to severe frontal crashes to help reduce the potential for severe injuries...." It continues that airbag "deployment thresholds are used to predict how severe a crash is likely to be in time for the airbags to inflate and help restrain the occupants." While it gives very specific detail on the way the passenger safety systems should function, the manual notably fails to say that the deployment thresholds are wholly and intentionally ignored just 45 milliseconds into a crash sequence, preventing the airbags and seatbelts from functioning when they need to.

190. The manual for the 2014 GMC Acadia provides additional detail about how the passenger safety system functions. It explains that "Airbags are designed to inflate if the impact exceeds the specific airbag system's deployment thresholds." Yet again, however, the manual does not indicate that the SDM and its sensors are rendered useless in multi-impact crashes that endure for longer than a specific, 45 millisecond time frame.

Where Are the Airbags?

The driver frontal airbag is in the center of the steering wheel.



The front outboard passenger frontal airbag is in the passenger side instrument panel.



If the vehicle has a front center airbag, it is in the inboard side of the driver seatback.

When Should an Airbag Inflate?

This vehicle is equipped with airbags. See *Airbag System* on page 3-23. Airbags are designed to inflate if the impact exceeds the specific airbag system's deployment threshold. Deployment thresholds are used to predict how severe a crash is likely to be in time for the airbags to inflate and help restrain the occupants. The vehicle has electronic sensors that help the airbag system determine the severity of the impact. Deployment thresholds can vary with specific vehicle design.

Frontal airbags are designed to inflate in moderate to severe frontal or near frontal crashes to help reduce the potential for severe injuries, mainly to the driver's or front outboard passenger's head and chest.

Whether the frontal airbags will or should inflate is not based primarily on how fast the vehicle is traveling.

It depends on what is hit, the direction of the impact, and how quickly the vehicle slows down.

Frontal airbags may inflate at different crash speeds depending on whether the vehicle hits an object straight on or at an angle, and whether the object is fixed or moving, rigid or deformable, narrow or wide.

Frontal airbags are not intended to inflate during vehicle rollovers, rear impacts, or many side impacts.

In addition, the vehicle has advanced technology frontal airbags. Advanced technology frontal airbags adjust the restraint according to crash severity.

The front center airbag, if equipped, is designed to inflate in moderate to severe side crashes depending upon the location of the impact, when either side of the vehicle is struck. In addition, the front center airbag is designed to inflate when the sensing system predicts that the vehicle is about to roll over on its

side. The front center airbag is not designed to inflate in frontal impacts, near frontal impacts, or rear impacts.

Seat-mounted side impact airbags are designed to inflate in moderate to severe side crashes depending on the location of the impact. Seat-mounted side impact airbags are not designed to inflate in frontal impacts, near frontal impacts, rollovers, or rear impacts.

A seat-mounted side impact airbag is designed to inflate on the side of the vehicle that is struck.

Roof-rail airbags are designed to inflate in moderate to severe side crashes depending on the location of the impact. In addition, these roof-rail airbags are designed to inflate during a rollover or in a severe frontal impact. Roof-rail airbags are not designed to inflate in rear impacts. Both roof-rail airbags will inflate when either side of the vehicle is struck, if the sensing

3. GM marketed the Class Vehicles to be safe and reliable but failed to mention the SDM Calibration Defect.

191. Like its other consumer-facing representations, GM's advertisements for the Class Vehicles left out a crucial part of the story. By uniformly omitting any information about the SDM Calibration Defect, GM misled consumers into believing that their airbags would function properly in a crash, despite its knowledge to the contrary.

192. A 2013 press release about the 2014 Chevy Silverado 1500, GMC Sierra, and Sierra Denali 1500 is further illustrative of GM's misleading statements about the Class Vehicles. Acknowledging that safety is "as important to truck buyers as it is to car buyers," Gay Kent, GM general director of Vehicle Safety and Crashworthiness, stated that the "Silverado and Sierra set a benchmark for pickup truck safety by offering a full array of advanced features designed to

1 protect occupants before, during and after a collision.” The press release noted the vehicle’s “[s]ix
 2 standard air bags and 360-degree sensor system, including dual-stage frontal air bags, head-
 3 curtain side-impact air bags with rollover protect, and front outboard seat-mounted side-impact
 4 air bags.”

5 193. Brochures and press releases for other Class Vehicles use similar language to send
 6 a misleading message of safety. Illustrative examples are described below.

7 a. Beginning with the 1999 Chevy Blazer, GM promised to go “to the ends of
 8 the earth to bring you driving security,” assuring “peace of mind” with its “mainstay features such
 9 as Next Generation driver and right-front-passenger airbags.”

10 b. “Because safety and security are so important to your family,” the brochure
 11 for the 2002 Chevy Astro reads, “Astro features a comprehensive system to help you feel secure
 12 while you’re driving.” Among other safety features, “[s]tandard driver and front-passenger air
 13 bags . . . [are] designed to give you peace of mind. Chevy Astro. It’s the midsize van that’s
 14 serious about safety and security.”

15 c. The brochure for the 2006 GMC Yukon promises, “should the worst
 16 happen, your Yukon will protect you and your passengers with front and rear crush zones, a
 17 sturdy steel safety cage, up to four air bags and a host of other important safety features.”

18 d. The brochure for the 2008 Buick Enclave explains that “[s]afety and
 19 protection were top priorities in the design of the Enclave” and touts the vehicle’s “360°
 20 perimeter safety system [that] will deploy the appropriate airbags.”

21 e. Promising “[f]eelings of security and confidence,” the brochure for the
 22 2009 Chevy Equinox states the vehicle’s “dual-stage frontal and head-curtain side-impact air
 23 bags” helped earn it “the highest possible government rating for frontal crash tests – five stars.”

24 f. Declaring that “[s]afety never goes out of style,” the brochure for the 2009
 25 Chevy Traverse highlights the vehicle’s “five-star frontal and side-impact crash test ratings” and
 26 its “six air bags that help protect all three rows of seating.”
 27
 28

1 g. A press release for the 2009 Cadillac Escalade ESV goes further,
2 proclaiming that the “Escalade is designed to be among the industry’s safest and most secure
3 vehicles, with numerous safety systems and crash-avoidance technologies.”

4 h. “Speaking of safety,” the brochure for the 2010 Buick Enclave reads,
5 “Enclave has earned an impressive five-star crash rating for both front and side impacts
6 Five-star rating is for the driver and front passenger seating positions in the frontal crash test and
7 for the front and rear seating positions in the side-impact crash test.”

8 i. The brochure for the 2010 GMC Terrain describes the vehicle as “the state
9 of the art in air bags” and contends that “[s]egment-best safety is anticipated, with features that
10 include . . . six standard air bags: dual frontal airbags; head curtain side air bags and pelvic/thorax
11 seat-mounted side airbags.”

12 j. The brochure for the 2010 Silverado assures that the “head of security
13 never goes off the clock,” boasting of a “five-star frontal crash test rating,” including through its
14 “driver and right-front passenger dual-stage airbags.”

15 k. A press release for the 2011 Cadillac Escalade Hybrid explains, “[f]ront-
16 image airbags for the driver and passenger have been designed to protect the head during a frontal
17 crash.”

18 l. According to the brochure for the 2011 Cadillac SRX, “[p]assenger safety
19 is a primary consideration throughout the engineering process.” If an incident occurs, “the SRX
20 looks out for you and yours,” with its “six standard airbags, including advanced, frontal dual-
21 stage and seat mounted side-impact airbags for the driver and front-seat passenger, as well as
22 first- and second- row outboard head-curtain airbags.”

23 m. Describing Buick’s “holistic[]” approach to safety, the brochure for the
24 2012 Enclave proclaims, “Enclave’s approach to safety helps you and your companions feel safe
25 and secure before, during and after your travels.” Inside the vehicle, “all rows have curtain side-
26 impact air bags with rollover protection, along with driver and front-passenger side-impact and
27 dual-stage airbags.”
28

1 n. In a 2013 press release announcing that NHTSA gave “its highest possible
2 5-star Overall Score” to a number of Chevrolet vehicles, including the Traverse and the
3 Silverado, Kent said “We design safety and crashworthiness into our vehicles very early in
4 development.” He continued, “We are committed to offering advanced safety technologies on a
5 broad range of models All of our vehicles are designed to provide continuous protection for
6 customers before, during and after a crash.”

7 o. A press release for the 2013 Buick Enclave likewise publicized Buick’s
8 safety record: “In 2012, every Buick model was named a Top Safety Pick by the Insurance
9 Institute for Highway Safety, underscoring the brand’s commitment to safety leadership. The
10 2013 builds on that distinction with the industry’s first front center side air bag – a standard
11 feature.”

12 p. “With head curtain side-impact air bags reaching from the front to the third
13 row of seating for outboard passengers,” the 2014 brochure for the GMC Yukon XL reads,
14 “Yukon is engineered to help protect passengers regardless of where they’re seated.”

15 q. Claiming to “set[] the standard . . . in everything from safety to
16 performance,” the brochure for the 2014 Cadillac Escalade touts the vehicle’s “eight standard
17 airbags,” including “[d]ual-stage driver and front passenger, front-impact, Automatic Occupant
18 Sensing System, driver and front passenger seat-mounted side-impact airbags for thorax and
19 pelvic protection and head-curtain side-impact airbags with rollover protection for all outboard
20 passenger rows.”

21 r. The brochure for the 2014 Buick Enclave promises that the vehicle has
22 “your back, front and sides, proclaiming that “in an industry first, the standard driver’s seat side-
23 mounted front center air bag adds another layer of protection by providing cushioning between
24 you and your front passenger to help reduce injuries in side impacts.” The brochure includes the
25 below picture, indicating that the airbags will function as expected.



194. Based on information and belief, every single Class Vehicle advertisement omitted any mention that the vehicles' airbags and seatbelts could fail in a serious frontal collision due to the SDM Calibration Defect.

4. Defendants provided warranties to repair defects in the Class Vehicles and have not done so.

195. Defendants also provided Plaintiffs and Class members with an express warranty "to correct any vehicle defect, not slight noise, vibrations, or other normal characteristics of the vehicle related to materials or workmanship" in the Class Vehicles.

196. The warranty terms became part of the basis of the bargain when Plaintiffs and each Class member purchased or leased their Class Vehicles.

197. Plaintiffs and each Class member have had sufficient direct dealings with either Defendants or their agents (including dealerships) to establish privity of contract between Defendants, on the one hand, and Plaintiffs and each Class member, on the other hand, as to the express and implied warranties described in the Claims for Relief below.

198. Nonetheless, privity is not required here because Plaintiffs and each Class member are intended third-party beneficiaries of contracts between Defendants and their dealers, and of their implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit consumers only. Finally, privity is

also not required because the Class Vehicles are dangerous instrumentalities due to the safety defect in the SDM Calibration.

* * *

199. GM's deceptive actions harmed Plaintiffs and the Class(es). As a result of GM's unfair, deceptive, and/or fraudulent business practices, and failure to disclose that the Class Vehicles carried a dangerous safety defect that would cause the passenger safety systems to shut off during certain types of accidents, owners and lessees of the Class Vehicles have lost money and/or property.

V. CLASS ACTION ALLEGATIONS

200. This case is about GM's legal responsibility for its knowledge, conduct, and products. The proposed Class members' claims all derive directly from a single course of conduct by GM. The objective facts are the same for all Class members. Within each Count asserted by Plaintiffs on behalf of themselves and the respective proposed Classes, the same legal standards govern. Additionally, many states share the same legal standards and elements of proof, facilitating the certification of multistate or nationwide classes for some or all claims.

201. Accordingly, Plaintiffs bring this lawsuit as a class action on their own behalf, and on behalf of all other persons similarly situated, as members of the proposed Classes pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3), and/or (c)(4). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of the claims on a class-wide basis using the same evidence as would be used in individual actions alleging the same claims.

A. The Class Definition

202. The "Class Vehicles" herein include all vehicles in the United States that contain the SDM Calibration Defect that were (1) manufactured, sold, distributed, or leased by Defendants or (2) manufactured, sold, distributed, or leased by Old GM and purchased or leased by Plaintiffs or a Class member after July 10, 2009.

203. On information and belief, the SDM Calibration Defect exists in all GM trucks and SUVs starting with model year 1999. This would include, for example, trucks and SUVs such as the Silverado, Tahoe, Astro, and Trailblazer. Discovery will reveal when, if ever, GM discontinued use of the SDM Calibration Defect in its trucks and SUVs.

204. The proposed Nationwide Class includes all persons and entities that purchased or leased a Class Vehicle in the United States, including its territories. Alternatively, Plaintiffs propose separate State Classes as to the state claims herein, each of which includes all persons and entities that purchased or leased a Class Vehicle in that state.

205. Excluded from the Classes are:

- a. Defendants' officers, directors and employees and participants in the Porsche Associate Lease Program; Defendants' affiliates and affiliates' officers, directors, and employees; Defendants' distributors and distributors' officers, directors, and employees; and
- b. Judicial officers and their immediate family members and associated court staff assigned to this case.

206. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used in individual actions alleging the same claims.

207. Plaintiffs reserve the right to amend the Class definitions if discovery and further investigation reveal that any Class should be expanded, reduced, divided into additional subclasses under Rule 23(c)(5), or otherwise modified.

B. Numerosity: Federal Rule of Civil Procedure 23(a)(1)

208. The members of the Classes are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. There are millions of Class Vehicles and Class members nationwide. The precise number and identities of Nationwide Class and State Class members may be ascertained from Defendants' records and motor vehicle regulatory data. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods.

1 **C. Commonality and Predominance: Federal Rule of Civil Procedure 23(a)(2)**
 2 **and 23(b)(3)**

3 209. This action involves common questions of law and fact, which predominate over
 4 any questions affecting individual Class members. These include, without limitation, the
 5 following:

- 6 a. Whether the Class Vehicles' SDM software calibration is defective, as
 7 described herein;
- 8 b. Whether Defendants knew, or should have known, about the SDM
 9 Calibration Defect, and, if so, how long they have or should have known about it;
- 10 c. Whether Defendants had a duty to disclose the defective nature of the Class
 11 Vehicles to Plaintiffs and Class members;
- 12 d. Whether Defendants' concealment of the SDM Calibration Defect caused
 13 Plaintiffs and Class members to act to their detriment by purchasing or leasing the Class Vehicles;
- 14 e. Whether Defendants' certifications concerning vehicle safety were
 15 misleading considering the risk that the SDMs will not trigger airbags and seatbelts during certain
 16 types of collisions;
- 17 f. Whether Defendants' conduct tolls any or all applicable limitations periods
 18 by acts of fraudulent concealment, application of the discovery rule, or equitable estoppel;
- 19 g. Whether Defendants misrepresented that the Class Vehicles were safe;
- 20 h. Whether Defendants concealed the SDM Calibration Defect;
- 21 i. Whether Defendants' statements, concealments, and omissions regarding
 22 the Class Vehicles were material, in that a reasonable consumer could consider them important in
 23 purchasing, leasing, selling, maintaining, or operating such vehicles;
- 24 j. Whether Defendants engaged in unfair, deceptive, unlawful and/or
 25 fraudulent acts or practices, in trade or commerce, by failing to disclose that the Class Vehicles
 26 were designed, manufactured, sold, and leased with defective airbag components;
- 27 k. Whether the Class Vehicles were unfit for the ordinary purposes for which
 28 they were used, in violation of the implied warranty of merchantability;

1 l. Whether Defendants' concealment of the true defective nature of the Class
 2 Vehicles caused their market price to incorporate a premium reflecting the assumption by
 3 consumers that the Class Vehicles were equipped with fully functional passenger safety systems
 4 and, if so, the market value of that premium; and

5 m. Whether Plaintiffs and the other Class members are entitled to damages
 6 and other monetary relief and, if so, in what amount.

7 **D. Typicality: Federal Rule of Civil Procedure 23(a)(3)**

8 210. Plaintiffs' claims are typical of the claims of Class members whom they seek to
 9 represent under Fed. R. Civ. P. 23(a)(3), because Plaintiffs and each Class member purchased or
 10 leased a Class Vehicle and were comparably injured through Defendants' wrongful conduct as
 11 described above. Plaintiffs and the other Class members suffered damages as a direct proximate
 12 result of the same wrongful practices by Defendants. Plaintiffs' claims arise from the same
 13 practices and courses of conduct that give rise to the claims of the other Class members.
 14 Plaintiffs' claims are based upon the same legal theories as the claims of the other Class
 15 members.

16 **E. Adequacy: Federal Rule of Civil Procedure 23(a)(4)**

17 211. Plaintiffs will fairly and adequately represent and protect the interests of the Class
 18 members as required by Fed. R. Civ. P. 23(a)(4). Plaintiffs' interests do not conflict with the
 19 interests of the Class members. Plaintiffs have retained counsel competent and experienced in
 20 complex class action litigation, including automobile defect litigation and other consumer
 21 protection litigation. Plaintiffs intend to prosecute this action vigorously. Neither Plaintiffs nor
 22 their counsel have interests that conflict with the interests of the other Class members. Therefore,
 23 the interests of the Class members will be fairly and adequately protected.

24 **F. Declaratory and Injunctive Relief: Federal Rule of Civil Procedure 23(b)(2)**

25 212. Defendants have acted or refused to act on grounds generally applicable to
 26 Plaintiffs and the other members of the Class, thereby making appropriate final injunctive relief
 27 and declaratory relief, as described below, with respect to the Class as a whole.
 28

1 **G. Superiority: Federal Rule of Civil Procedure 23(b)(3)**

2 213. A class action is superior to any other available means for the fair and efficient
3 adjudication of this controversy, and no unusual difficulties are likely to be encountered in its
4 management. The damages or other financial detriment suffered by Plaintiffs and the other Class
5 members are relatively small compared to the burden and expense that would be required to
6 individually litigate their claims against Defendants such that it would be impracticable for
7 members of the Classes to individually seek redress for Defendants' wrongful conduct.

8 214. Even if Class members could afford individual litigation, the court system could
9 not. Individualized litigation creates a potential for inconsistent or contradictory judgments and
10 increases the delay and expense to all parties and the court system. By contrast, the class action
11 device presents far fewer management difficulties and provides the benefits of single
12 adjudication, economy of scale, and comprehensive supervision by a single court.

13 **VI. ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED**

14 215. Defendants have known of the SDM Calibration Defect since at least 2009, when
15 GM learned, through books, records, and personnel, that Old GM had launched the defective
16 algorithm despite clear warnings of the risk of doing so, and then continued to use that defective
17 software thereafter. They obtained further knowledge of the risks of the SDM Calibration Defect
18 from lawsuits and multiple suspicious accidents (involving airbag and seatbelt failures in frontal
19 accidents) occurring in practically every year since, which provided additional and confirmatory
20 notice of the continued risks of the SDM Calibration Defect.

21 216. Despite this knowledge, for years, Defendants did not disclose the seriousness of
22 the issue and in fact concealed its prevalence. In so doing, Defendants have failed to warn
23 consumers, initiate timely recalls, or inform NHTSA, as GM is obligated to do.

24 217. Defendants had a duty to disclose the SDM Calibration Defect to consumers and
25 NHTSA. Contrary to this duty, GM concealed the defect by continuing to distribute, sell, and/or
26 lease the Class Vehicles to Plaintiffs and the Class members; to advertise the safety of the Class
27 Vehicles; and to fail to notify regulators or Plaintiffs and the Class members about the true nature
28 of the Class Vehicles.

1 218. Due to the highly technical nature of the SDM Calibration Defect, Plaintiffs and
 2 Class members were unable to independently discover it using reasonable diligence. Prior to the
 3 retention of counsel and without third-party experts, Plaintiffs and Class members lack the
 4 necessary expertise to analyze the software algorithm for the SDMs and to understand its
 5 defective nature.

6 219. Accordingly: (1) Defendants' fraudulent concealment tolls the statute of
 7 limitations; (2) Defendants are estopped from relying on the statute of limitations; and (3) the
 8 statute of limitations is tolled by the discovery rule.

9 **VII. CAUSES OF ACTION**

10 **A. Claims Asserted on Behalf of the Nationwide Class**

11 **NATIONWIDE COUNT I:** 12 **FRAUD BY CONCEALMENT** 13 **(Common Law)**

14 220. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
 15 forth herein.

16 221. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class under
 17 the common law of fraudulent concealment, as there are no true conflicts among various states'
 18 laws of fraudulent concealment. In the alternative, Plaintiffs bring this claim on behalf of the
 19 State Classes against all Defendants.

20 222. Defendants are liable for both fraudulent concealment and non-disclosure. *See*,
 21 *e.g.*, Restatement (Second) of Torts §§ 550-51 (1977).

22 223. Defendants intentionally and knowingly concealed and suppressed material facts
 23 from regulators and consumers regarding the SDM Calibration Defect that causes the airbags and
 24 seatbelts to fail in prolonged onset, complex, or otherwise multi-impact accidents, causing a
 25 serious risk or injury or death.

26 224. A reasonable consumer would not have expected that the Class Vehicles contained
 27 a software program that was calibrated to prevent seatbelt tightening and airbag deployment
 28 during certain types of frontal crashes. Defendants knew that reasonable consumers expect that

1 their vehicle has working airbags and seatbelt pretensioners and would rely on those facts in
2 deciding whether to purchase, lease, or retain a new or used motor vehicle. Whether a
3 manufacturer's products are safe and reliable, and whether that manufacturer stands behind its
4 products, are material concerns to a consumer.

5 225. Defendants ensured that Plaintiffs and the Class did not discover this information
6 by actively concealing and misrepresenting the true nature of the Class Vehicles' safety systems.
7 Defendants intended for Plaintiffs and the Class to rely on their omissions—which they did by
8 purchasing and leasing the Class Vehicles at the prices they paid.

9 226. Defendants had a duty to disclose the SDM Calibration Defect because:

10 a. GM had exclusive and/or far superior knowledge and access to the facts
11 about this hidden and complex safety defect. Defendants also knew that these technical facts were
12 not known to or reasonably discoverable by Plaintiffs and the Class;

13 b. GM knew the SDM Calibration Defect (and its safety risks) was a material
14 fact that would affect Plaintiffs' or Class members' decisions to buy or lease Class Vehicles;

15 c. GM is subject to statutory duties to disclose known safety defects to
16 consumers and to NHTSA; and

17 d. GM made incomplete representations about the safety and reliability of the
18 Class Vehicles and their passenger safety systems, while purposefully withholding material facts
19 about a known safety defect. In uniform advertising and materials provided with each Class
20 Vehicle, Defendants intentionally concealed, suppressed, and failed to disclose to Plaintiffs and
21 the Class that the Class Vehicles contained the dangerous SDM Calibration Defect. Because they
22 volunteered to provide information about the Class Vehicles that they offered for sale to Plaintiffs
23 and the Class, Defendants had the duty to disclose the whole truth. They did not.

24 227. To this day, Defendants have not made full and adequate disclosure and continue
25 to conceal material information regarding the SDM Calibration Defect. The omitted and
26 concealed facts were material because a reasonable person would find them important in
27 purchasing, leasing, or retaining a new or used motor vehicle, and because they directly impact
28 the value of the Class Vehicles purchased or leased by Plaintiffs and the Class.

228. Defendants actively concealed or suppressed these material facts, in whole or in part, to maintain a market for their vehicles, to protect profits, and to avoid costly recalls that would hurt the GM brand's image. They did so at the expense of Plaintiffs and the Class. Had they been aware of the SDM Calibration Defect in the Class Vehicles, and Defendants' callous disregard for safety, Plaintiffs and the Class either would not have paid as much as they did for their Class Vehicles, or they would not have purchased or leased them.

229. Accordingly, Defendants are liable to Plaintiffs and the Class for their damages in an amount to be proven at trial, including, but not limited to, their lost overpayment for the Class Vehicles at the time of purchase or lease.

230. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud; in reckless disregard of Plaintiffs' and the Class' rights and well-being; and to enrich themselves. Their misconduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

**NATIONWIDE COUNT II:
UNJUST ENRICHMENT
(Common Law)**

231. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

232. Plaintiffs assert this Unjust Enrichment count on behalf of themselves and the Nationwide Class or, in the alternative, on behalf of the State Classes.

233. By reason of their conduct, Defendants caused damages to Plaintiffs and Class members. Plaintiffs and Class members conferred a benefit on the Defendants by overpaying for Class Vehicles at prices that were artificially inflated by Defendants' concealment of the SDM Calibration Defect and misrepresentations regarding the Class Vehicles' safety.

234. As a result of Defendants' fraud and deception, Plaintiffs and Class members were not aware of the true facts concerning the Class Vehicles and did not benefit from the Defendants' misconduct.

235. Defendants knowingly benefitted from their unjust conduct. They sold and leased Class Vehicles equipped with the SDM Calibration Defect for more than what the vehicles were worth, at the expense of Plaintiffs and Class members.

236. Defendants readily accepted and retained these benefits from Plaintiffs and Class members.

237. It is inequitable and unconscionable for Defendants to retain these benefits because they misrepresented that the Class Vehicles were safe, and intentionally concealed, suppressed, and failed to disclose the SDM Calibration Defect to consumers. Plaintiffs and Class members would not have purchased or leased the Class Vehicles or would have paid less for them, had Defendants not concealed the SDM Calibration Defect.

238. Plaintiffs and Class members do not have an adequate remedy at law.

239. Equity cannot in good conscience permit the Defendants to retain the benefits that they derived from Plaintiffs and Class members through unjust and unlawful acts, and therefore restitution or disgorgement of the amount of the Defendants' unjust enrichment is necessary.

B. State-Specific Claims

1. Alabama

ALABAMA COUNT I: Violations of the Alabama Deceptive Trade Practices Act Ala. Code § 8-19-1, *et seq.* (On Behalf of the Alabama State Class)

240. Plaintiffs incorporate by reference all allegations in this Complaint as though fully set forth herein.

241. Plaintiffs Aaron Jackson and David Taylor (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Alabama State Class against all Defendants.

242. Plaintiffs and Alabama State Class members are "consumers" within the meaning of Ala. Code § 8-19-3(2).

243. Plaintiffs and Alabama State Class members and Defendants are "persons" within the meaning of Ala. Code § 8-19-3(5).

1 244. The Class Vehicles are “goods” within the meaning of Ala. Code § 8-19-3(3).

2 245. Defendants were and are engaged in “trade or commerce” within the meaning of
3 Ala. Code § 8-19-3(8).

4 246. The Alabama Deceptive Trade Practices Act (“Alabama DTPA”) declares several
5 specific actions to be unlawful, including: “(5) Representing that goods or services have
6 sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not
7 have,” “(7) Representing that goods or services are of a particular standard, quality, or grade, or
8 that goods are of a particular style or model, if they are of another,” and “(27) Engaging in any
9 other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or
10 commerce.” Ala. Code § 8-19-5.

11 247. In the course of their business, Defendants violated the Alabama DTPA by
12 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
13 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
14 above.

15 248. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
16 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
17 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
18 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
19 conduct of any trade or commerce, as prohibited by Ala. Code § 8-19-5.

20 249. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
21 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
22 mislead and create a false impression in consumers, and were likely to and did in fact deceive
23 reasonable consumers, including Plaintiffs and Alabama State Class members, about the true
24 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
25 Class Vehicles.

26 250. Defendants’ scheme and concealment of the SDM Calibration Defect and true
27 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
28 and Alabama State Class members, as the Defendants intended. Had they known the truth,

1 Plaintiffs and Alabama State Class members would not have purchased or leased the Class
2 Vehicles, or would have paid significantly less for them.

3 251. Plaintiffs and Alabama State Class members had no way of discerning that
4 Defendants' representations were false and misleading and/or otherwise learning the facts that
5 Defendants had concealed or failed to disclose. Plaintiffs and Alabama State Class members did
6 not, and could not, unravel Defendants' deception on their own.

7 252. Defendants had an ongoing duty to Plaintiffs and Alabama State Class members to
8 refrain from unfair or deceptive practices under the Alabama DTPA in the course of their
9 business. Specifically, Defendants owed Plaintiffs and Alabama State Class members a duty to
10 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
11 because they possessed exclusive knowledge, they intentionally concealed the defect from
12 Plaintiffs and Alabama State Class members, and/or they made misrepresentations that were
13 misleading because they were contradicted by withheld facts.

14 253. Defendants' violations present a continuing risk to Plaintiffs and Alabama State
15 Class members, as well as to the general public. Defendants' unlawful acts and practices
16 complained of herein affect the public interest.

17 254. Plaintiffs and Alabama State Class members suffered ascertainable losses and
18 actual damages as a direct and proximate result of the Defendants' concealment,
19 misrepresentations, and/or failure to disclose material information.

20 255. Defendants were provided notice of the issues raised in this count and this
21 Complaint by a notice letter sent August 20, 2021 pursuant to Ala. Code § 8-19-10(e). Because
22 the Defendants failed to adequately remedy their unlawful conduct within the requisite time
23 period, Plaintiffs seeks all damages and relief to which they and Alabama State Class members
24 are entitled.

25 256. Pursuant to Ala. Code § 8-19-10, Plaintiffs and the Alabama State Class members
26 seek an order enjoining the Defendants' unfair or deceptive acts and/or practices and awarding
27 damages and any other just and proper relief available under the Alabama DTPA.
28

**ALABAMA COUNT II:
Breach of Express Warranty
Ala. Code §§ 7-2-313 and 7-2A-210
(On Behalf of the Alabama State Class)**

257. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

258. Plaintiffs Aaron Jackson and David Taylor (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Alabama State Class against all Defendants.

259. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and a “seller” of motor vehicles under § 7-2-103(1)(d).

260. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Ala. Code. § 7-2A-103(1)(p).

261. The Class Vehicles are and were at all relevant times “goods” within the meaning of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

262. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiffs and Alabama State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

263. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiffs and Alabama State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

264. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiffs and Alabama State Class members.

265. Plaintiffs and Alabama State Class members reasonably relied on the Defendants’ express warranties when purchasing or leasing their Class Vehicles.

266. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiffs and Alabama State Class members.

267. Plaintiffs and Alabama State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

268. Alternatively, any opportunity to cure the breach is unnecessary and futile.

269. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiffs and Alabama State Class members have been damaged in an amount to be proven at trial.

**ALABAMA COUNT III:
Breach of Implied Warranty of Merchantability
Ala. Code §§ 7-2-314 and 7-2A-212
(On Behalf of the Alabama State Class)**

270. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

271. Plaintiffs Aaron Jackson and David Taylor (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Alabama State Class against all Defendants.

272. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and a "seller" of motor vehicles under § 7-2-103(1)(d).

273. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Ala. Code. § 7-2A-103(1)(p).

274. The Class Vehicles are and were at all relevant times "goods" within the meaning of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

1 275. A warranty that the Class Vehicles were in merchantable condition and fit for the
2 ordinary purpose for which vehicles are used is implied by law pursuant to Ala. Code §§ 7-2-314
3 and 7-2A-212.

4 276. The Class Vehicles did not comply with the implied warranty of merchantability
5 because, at the time of sale and at all times thereafter, they were defective and not in
6 merchantable condition, would not pass without objection in the trade, and were not fit for the
7 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
8 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
9 accident, rendering the Class Vehicles inherently defective and dangerous.

10 277. Defendants were provided reasonable notice of these issues by way of a letter sent
11 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
12 lawsuits, as detailed herein.

13 278. Alternatively, any opportunity to cure the breach is unnecessary and futile.

14 279. As a direct and proximate result of Defendants' breach of the implied warranty of
15 merchantability, Plaintiffs and Alabama State Class members have been damaged in an amount to
16 be proven at trial.

17 2. Alaska

18 ALASKA COUNT I:

19 Violations of the Alaska Unfair Trade Practices and Consumer Protection Act

20 Alaska Stat. Ann. § 45.50.471 *et seq.*

21 (On Behalf of the Alaska State Class)

22 280. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

23 281. Plaintiff Stephen Duncan (for the purposes of this count, "Plaintiff") brings this
24 claim on behalf of himself and the Alaska State Class against all Defendants.

25 282. The Alaska Unfair Trade Practices And Consumer Protection Act ("Alaska CPA")
26 declares unfair methods of competition and unfair or deceptive acts or practices in the conduct of
27 trade or commerce unlawful, including: "(4) representing that goods or services have sponsorship,
28 approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a
person has a sponsorship, approval, status, affiliation, or connection that the person does not

1 have;” “(6) representing that goods or services are of a particular standard, quality, or grade, or
 2 that goods are of a particular style or model, if they are of another;” “(8) advertising goods or
 3 services with intent not to sell them as advertised;” or “(12) using or employing deception, fraud,
 4 false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or
 5 omitting a material fact with intent that others rely upon the concealment, suppression or
 6 omission in connection with the sale or advertisement of goods or services whether or not a
 7 person has in fact been misled, deceived or damaged.” Alaska Stat. § 45.50.471.

8 283. In the course of their business, Defendants violated the Alaska CPA by knowingly
 9 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts
 10 regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

11 284. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
 12 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
 13 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
 14 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
 15 conduct of any trade or commerce, as prohibited by Alaska Stat. § 45.50.471.

16 285. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
 17 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
 18 mislead and create a false impression in consumers, and were likely to and did in fact deceive
 19 reasonable consumers, including Plaintiff and Alaska State Class members, about the true safety
 20 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
 21 Vehicles.

22 286. Defendants’ scheme and concealment of the SDM Calibration Defect and true
 23 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
 24 Alaska State Class members, as the Defendants intended. Had they known the truth, Plaintiff and
 25 Alaska State Class members would not have purchased or leased the Class Vehicles, or would
 26 have paid significantly less for them.

27 287. Plaintiff and Alaska State Class members had no way of discerning that
 28 Defendants’ representations were false and misleading and/or otherwise learning the facts that

1 Defendants had concealed or failed to disclose. Plaintiff and Alaska State Class members did not,
2 and could not, unravel Defendants' deception on their own.

3 288. Defendants had an ongoing duty to Plaintiff and Alaska State Class members to
4 refrain from unfair or deceptive practices under the Alaska CPA in the course of their business.
5 Specifically, Defendants owed Plaintiff and Alaska State Class members a duty to disclose all the
6 material facts concerning the SDM Calibration Defect in the Class Vehicles because they
7 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and Alaska
8 State Class members, and/or they made misrepresentations that were misleading because they
9 were contradicted by withheld facts.

10 289. Defendants' violations present a continuing risk to Plaintiff and Alaska State Class
11 members, as well as to the general public. Defendants' unlawful acts and practices complained of
12 herein affect the public interest.

13 290. Pursuant to Alaska Stat. § 45.50. 531, the Alaska State Class seeks monetary relief
14 against Defendants measured as the greater of (a) three times the actual damages in an amount to
15 be determined at trial or (b) \$500 for each Alaska State Class member.

16 291. Plaintiff and the Alaska State Class also seek an order enjoining Defendants'
17 unfair, unlawful, and/or deceptive practices pursuant to Alaska Stat. § 45.50. 535, attorneys' fees,
18 and any other just and proper relief available under the Alaska CPA.

19 292. Pursuant to Alaska Stat. § 45.50.535, Plaintiffs sent notice letters to Defendants.
20 The Alaska State Class seeks all damages and relief to which it is entitled.

21 **ALASKA COUNT II:**
22 **Breach of Express Warranty**
23 **Alaska Stat. §§ 45.02.313 and 45.12.210**
(On Behalf of the Alaska State Class)

24 293. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
25 fully set forth herein.

26 294. Plaintiff Stephen Duncan (for the purposes of this count, "Plaintiff") brings this
27 claim on behalf of himself and the Alaska State Class against all Defendants.
28

1 295. Defendants are and were at all relevant times “merchant[s]” with respect to motor
2 vehicles under Alaska Stat. §§ 45.02.104(a) and 45.12.103(c)(11), and a “seller” of motor
3 vehicles under Alaska Stat. § 45.02.103(a)(4).

4 296. With respect to leases, Defendants are and were at all relevant times “lessors” of
5 motor vehicles under Alaska Stat. § 45.12.103(a)(16).

6 297. The Class Vehicles are and were at all relevant times “goods” within the meaning
7 of Alaska Stat. §§ 45.02.105(a) and 45.12.103(a)(8).

8 298. In connection with the purchase or lease of Class Vehicles, the Defendants
9 provided Plaintiff and Alaska State Class members with written express warranties covering the
10 repair or replacement of components that are defective in materials or workmanship.

11 299. Defendants’ warranties formed the basis of the bargain that was reached when
12 Plaintiff and Alaska State Class members unknowingly purchased or leased Class Vehicles that
13 came equipped with the SDM Calibration Defect.

14 300. However, Defendants knew or should have known that the warranties were false
15 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
16 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
17 were sold and leased to Plaintiff and Alaska State Class members.

18 301. Plaintiff and Alaska State Class members reasonably relied on the Defendants’
19 express warranties when purchasing or leasing their Class Vehicles.

20 302. Defendants knowingly breached their express warranties to repair defects in
21 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
22 Defendants also breached their express warranties by providing a product containing defects that
23 were never disclosed to Plaintiff and Alaska State Class members.

24 303. Plaintiff and Alaska State Class members have provided the Defendants with
25 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
26 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
27 NHTSA complaints and individual lawsuits, as detailed herein.

28 304. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1 305. As a direct and proximate result of the Defendants' breach of express warranties,
2 Plaintiff and Alaska State Class members have been damaged in an amount to be proven at trial.

3 **ALASKA COUNT III:**
4 **Breach of Implied Warranty of Merchantability**
5 **Alaska Stat. §§ 45.02.314 and 45.12.212**
6 **(On Behalf of the Alaska State Class)**

7 306. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
8 forth herein.

9 307. Plaintiff Stephen Duncan (for the purposes of this count, "Plaintiff") brings this
10 claim on behalf of himself and the Alaska State Class against all Defendants.

11 308. Defendants are and were at all relevant times "merchant[s]" with respect to motor
12 vehicles under Alaska Stat. §§ 45.02.104(a) and 45.12.103(c)(11), and a "seller" of motor
13 vehicles under Alaska Stat. § 45.02.103(a)(4).

14 309. With respect to leases, Defendants are and were at all relevant times "lessors" of
15 motor vehicles under Alaska Stat. § 45.12.103(a)(16).

16 310. The Class Vehicles are and were at all relevant times "goods" within the meaning
17 of Alaska Stat. §§ 45.02.105(a) and 45.12.103(a)(8).

18 311. A warranty that the Class Vehicles were in merchantable condition and fit for the
19 ordinary purpose for which vehicles are used is implied by law pursuant to Alaska Stat.
20 §§ 45.02.314 and 45.12.212.

21 312. The Class Vehicles did not comply with the implied warranty of merchantability
22 because, at the time of sale and at all times thereafter, they were defective and not in
23 merchantable condition, would not pass without objection in the trade, and were not fit for the
24 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
25 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
26 accident, rendering the Class Vehicles inherently defective and dangerous.

27 313. Defendants were provided reasonable notice of these issues by way of a letter sent
28 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
lawsuits, as detailed herein.

1 314. Alternatively, any opportunity to cure the breach is unnecessary and futile.

2 315. As a direct and proximate result of Defendants' breach of the implied warranty of
3 merchantability, Plaintiff and Alaska State Class members have been damaged in an amount to be
4 proven at trial.

5 **3. Arkansas**

6 **ARKANSAS COUNT I:**
7 **Violations of the Deceptive Trade Practices Act**
8 **Ark. Code Ann. § 4-88-101 *et seq.***
9 **(On Behalf of the Arkansas State Class)**

10 316. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

11 317. Plaintiff David Stalcup (for the purposes of this count, "Plaintiff") brings this
12 claim on behalf of himself and the Arkansas State Class against the Defendants.

13 318. Defendants and Arkansas State Class members are "persons" within the meaning
14 of Arkansas Deceptive Trade Practices Act ("Arkansas DTPA"), Ark. Code Ann. § 4-88-102(5).

15 319. The Class Vehicles are "goods" within the meaning of Ark. Code Ann. § 4-88-
16 102(4).

17 320. The Arkansas DTPA prohibits "[d]eceptive and unconscionable trade practices,"
18 which include, but are not limited to, a list of enumerated items, including "[e]ngaging in any
19 other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]" Ark.
20 Code Ann. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in
21 connection with the sale or advertisement of any goods: "(1) The act, use, or employment by any
22 person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or
23 omission of any material fact with intent that others rely upon the concealment, suppression, or
24 omission." Ark. Code Ann. § 4-88-108.

25 321. In the course of their business, Defendants violated the Arkansas DTPA by
26 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
27 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
28 above.

1 322. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
2 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
3 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
4 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
5 conduct of any trade or commerce, as prohibited by Ark. Code Ann. § 4-88-107(a)(10).

6 323. Defendants' unfair or deceptive acts or practices, including misrepresentations,
7 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
8 mislead and create a false impression in consumers, and were likely to and did in fact deceive
9 reasonable consumers, including Plaintiff and Arkansas State Class members, about the true
10 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
11 Class Vehicles.

12 324. Defendants' scheme and concealment of the SDM Calibration Defect and true
13 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
14 Arkansas State Class members, as the Defendants intended. Had they known the truth, Plaintiff
15 and Arkansas State Class members would not have purchased or leased the Class Vehicles, or
16 would have paid significantly less for them.

17 325. Plaintiff and Arkansas State Class members had no way of discerning that
18 Defendants' representations were false and misleading and/or otherwise learning the facts that
19 Defendants had concealed or failed to disclose. Plaintiff and Arkansas State Class members did
20 not, and could not, unravel Defendants' deception on their own.

21 326. Defendants had an ongoing duty to Plaintiff and Arkansas State Class members to
22 refrain from unfair or deceptive practices under the Arkansas DTPA in the course of their
23 business. Specifically, Defendants owed Plaintiff and Arkansas State Class members a duty to
24 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
25 because they possessed exclusive knowledge, they intentionally concealed the defect from
26 Plaintiff and Arkansas State Class members, and/or they made misrepresentations that were
27 misleading because they were contradicted by withheld facts.
28

1 327. Defendants' violations present a continuing risk to the Arkansas State Class as
 2 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
 3 the public interest.

4 328. The Arkansas State Class suffered ascertainable loss and actual damages as a
 5 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
 6 disclose material information. Defendants had an ongoing duty to all their customers to refrain
 7 from unfair and deceptive practices under the Arkansas DTPA. All owners of Class Vehicles
 8 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
 9 in the course of Defendants' business.

10 329. As a direct and proximate result of Defendants' violations of the Arkansas DTPA,
 11 Plaintiff and members of the Arkansas State Class have suffered injury-in-fact and/or actual
 12 damage.

13 330. The Arkansas State Class seeks monetary relief against Defendants in an amount
 14 to be determined at trial. The Arkansas State Class also seeks punitive damages because
 15 Defendants acted wantonly in causing the injury or with conscious indifference to the
 16 consequences.

17 331. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful, and/or
 18 deceptive practices, attorneys' fees, and any other just and proper relief available under the
 19 Arkansas DTPA.

20 **ARKANSAS COUNT II:**
 21 **Breach of Express Warranty**
 22 **Ark Code Ann. §§ 4-2-313 and 4-2A-210**
 (On Behalf of the Arkansas State Class)

23 332. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
 24 fully set forth herein.

25 333. Plaintiff David Stalcup (for the purposes of this count, "Plaintiff") brings this
 26 claim on behalf of himself and the Arkansas State Class against the Defendants.
 27
 28

1 334. Defendants are and were at all relevant times “merchant[s]” with respect to motor
2 vehicles under Ark. Code §§ 4-2-104(1) and 4-2A-103(3), and “seller[s]” of motor vehicles under
3 § 4-2-103(1)(d).

4 335. With respect to leases, Defendants are and were at all relevant times “lessors” of
5 motor vehicles under Ark. Code § 4-2A-103(1)(p).

6 336. The Class Vehicles are and were at all relevant times “goods” within the meaning
7 of Ark. Code §§ 4-2-105(1) and 4-2A-103(1)(h).

8 337. In connection with the purchase or lease of Class Vehicles, the Defendants
9 provided Plaintiff and Arkansas State Class members with written express warranties covering
10 the repair or replacement of components that are defective in materials or workmanship.

11 338. Defendants’ warranties formed the basis of the bargain that was reached when
12 Plaintiff and Arkansas State Class members unknowingly purchased or leased Class Vehicles that
13 came equipped with the SDM Calibration Defect.

14 339. However, Defendants knew or should have known that the warranties were false
15 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
16 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
17 were sold and leased to Plaintiff and Arkansas State Class members.

18 340. Plaintiff and Arkansas State Class members reasonably relied on the Defendants’
19 express warranties when purchasing or leasing their Class Vehicles.

20 341. Defendants knowingly breached their express warranties to repair defects in
21 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
22 Defendants also breached their express warranties by providing a product containing defects that
23 were never disclosed to Plaintiff and Arkansas State Class members.

24 342. Plaintiff and Arkansas State Class members have provided the Defendants with
25 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
26 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
27 NHTSA complaints and individual lawsuits, as detailed herein.

28 343. Alternatively, any opportunity to cure the breach is unnecessary and futile.

345. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

347. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Ark. Code §§ 4-2-104(1) and 4-2A-103(3), and “seller[s]” of motor vehicles under § 4-2-103(1)(d).

349. The Class Vehicles are and were at all relevant times “goods” within the meaning of Ark. Code §§ 4-2-105(1) and 4-2A-103(1)(h).

351. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

352. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

353. Alternatively, any opportunity to cure the breach is unnecessary and futile.

354. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Arkansas State Class members have been damaged in an amount to be proven at trial.

4. California

CALIFORNIA COUNT IV: Violation of California Consumers Legal Remedies Act Cal. Civ. Code § 1750, *et seq.* (On Behalf of the California State Class)

355. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

356. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the California State Class against the Defendants.

357. Plaintiffs and California State Class members are "consumers" within the meaning of Cal. Civ. Code § 1761(d).

358. Defendants, the California Plaintiffs, and California State Class members are "persons" within the meaning of Cal. Civ. Code § 1761(c).

359. The Class Vehicles are "goods" within the meaning of Cal. Civ. Code § 1761(a).

360. The California Legal Remedies Act ("CLRA") prohibits "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer[.]" Cal. Civ. Code § 1770.

361. Defendants engaged in unfair or deceptive acts or practices when, in the course of their business they, among other acts and practices, intentionally and knowingly made materially

1 false representations regarding the reliability, safety, and performance of the Class Vehicles
 2 and/or the defective SDM software calibration, as detailed above.

3 362. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
 4 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
 5 Vehicles, Defendants engaged in one or more of the following unfair or deceptive business
 6 practices as defined in Cal. Civ. Code § 1770(a):

7 a. Representing that the Class Vehicles have characteristics, uses, benefits,
 8 and qualities which they do not have.

9 b. Representing that the Class Vehicles are of a particular standard, quality,
 10 and grade when they are not.

11 c. Advertising the Class Vehicles and/or with the intent not to sell or lease
 12 them as advertised.

13 d. Representing that the subject of a transaction has been supplied in
 14 accordance with a previous representation when it has not.

15 Cal. Civ. Code §§ 1770(a)(5), (7), (9), and (16).

16 363. Additionally, in the various channels of information through which Defendants
 17 sold and marketed Class Vehicles, Defendants failed to disclose material information concerning
 18 the Class Vehicles, which they had a duty to disclose. Defendants had a duty to disclose the
 19 defect because, as detailed above: (a) Defendants knew about the defect in the SDM software
 20 calibration in the Class Vehicles; (b) Defendants had exclusive knowledge of material facts not
 21 known to the general public or the other California State Class members; (c) Defendants actively
 22 concealed material facts concerning the software calibration from the general public and Plaintiffs
 23 and California State Class members; and (d) Defendants made partial representations about the
 24 Class Vehicles that were misleading because they did not disclose the full truth.

25 364. Defendants' unfair or deceptive acts or practices, including their
 26 misrepresentations, concealments, omissions, and/or suppressions of material facts, had a
 27 tendency or capacity to mislead and create a false impression in consumers, and were likely to
 28 and did in fact deceive reasonable consumers, including Plaintiffs and California State Class

1 members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles,
2 and the true value of the Class Vehicles.

3 365. Plaintiffs and the other California State Class members have suffered injury in fact
4 and actual damages resulting from Defendants' material omissions.

5 366. Defendants' violations present a continuing risk to Plaintiffs and California State
6 Class members, as well as to the general public, and therefore affect the public interest.

7 367. Defendants are on notice of the issues raised in this count and this Complaint by
8 way of, among other things, the individual personal injury litigation and hundreds of public
9 consumer complaints detailed above, as well as their own intrinsic knowledge of defect they have
10 included in the Class Vehicles by design. Plaintiffs has also sent a notice letter to Defendants in
11 accordance with Cal. Civ. Code § 1782(a) of the CLRA, notifying Defendants of their alleged
12 violations of Cal. Civ. Code § 1770(a) and demanding that Defendants correct or agree to correct
13 the actions described therein within thirty (30) days of the notice letter. If Defendants fail to do
14 so, Plaintiffs will amend this Complaint as of right (or otherwise seek leave to amend the
15 Complaint) to include compensatory and monetary damages to which Plaintiffs and California
16 Class Members are entitled under the CLRA.

17 368. Attached hereto as Exhibit C is the venue affidavit required by CLRA, Cal. Civ.
18 Code § 1780(d).

19 **CALIFORNIA COUNT V:**
20 **Violations of the California Unfair Competition Law**
21 **Cal. Bus. & Prof. Code § 17200, *et seq.***
(On Behalf of the California State Class)

22 369. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
23 fully set forth herein.

24 370. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of
25 this count, "Plaintiffs") bring this claim on behalf of themselves and the California State Class
26 against the Defendants.

27 371. The California Unfair Competition Law ("UCL"), Cal. Bus. and Prof. Code
28 § 17200, prohibits any "unlawful, unfair, or fraudulent business act or practices."

1 372. Defendants' knowing and intentional conduct described in this Complaint
 2 constitutes unlawful, fraudulent, and unfair business acts and practices in violation of the UCL.
 3 Specifically, Defendants' conduct is unlawful, fraudulent, and unfair in at least the following
 4 ways:

5 a. by knowingly and intentionally concealing from Plaintiffs and California
 6 State Class members that the Class Vehicles suffer from the SDM Calibration Defect while
 7 obtaining money from the California State Class members;

8 b. by marketing Class Vehicles as possessing a functional, safe, and defect-
 9 free passenger safety system.

10 c. by purposefully designing and manufacturing the Class Vehicles to contain
 11 a defective SDM software calibration that causes airbags and seatbelts to fail in certain accidents
 12 contrary to what was disclosed to regulators and represented to consumers who purchased or
 13 leased Class Vehicles, and failing to fix the SDM Calibration Defect free of charge; and

14 d. by violating the other California laws alleged herein, including the False
 15 Advertising Law, Consumers Legal Remedies Act, California Commercial Code, and Song-
 16 Beverly Consumer Warranty Act.

17 373. Defendants' misrepresentations, omissions, and concealment were material to the
 18 California Plaintiffs and California State Class members, and Defendants misrepresented,
 19 concealed, or failed to disclose the truth with the intention that consumers would rely on the
 20 misrepresentations, concealment, and omissions.

21 374. Defendants' material misrepresentations and omissions alleged herein caused
 22 Plaintiffs and the California State Class members to make their purchases or leases of their Class
 23 Vehicles. Absent those misrepresentations and omissions, Plaintiffs and California State Class
 24 members would not have purchased or leased these vehicles or would not have purchased or
 25 leased these Class Vehicles at the prices they paid.

26 375. Accordingly, Plaintiffs and California State Class members have suffered
 27 ascertainable loss and actual damages as a direct and proximate result of Defendants'
 28 misrepresentations and their concealment of and failure to disclose material information.

377. Plaintiffs requests that this Court enter an order enjoining Defendants from continuing their unfair, unlawful, and/or deceptive practices and restoring to members of the California State Class any money Defendants acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Bus. & Prof. Code § 3345, and for such other relief set forth below.

378. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

379. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California State Class against the Defendants.

380. The California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, prohibits false advertising.

381. Defendants, Plaintiffs, and California State Class members are “persons” within the meaning of Cal. Bus. & Prof. Code § 17506.

382. Defendants violated the FAL by causing to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements regarding the safety of the Class Vehicles that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including California State Class members. Numerous examples of these statements and advertisements appear in the preceding paragraphs throughout this Complaint and in Exhibit B.

1 383. The misrepresentations and omissions regarding the reliability and safety of Class
2 Vehicles as set forth in this Complaint were material and had a tendency or capacity to mislead
3 and create a false impression in consumers, and were likely to and did in fact deceive reasonable
4 consumers, including Plaintiffs and California State Class members, about the true safety and
5 reliability of Class Vehicles, the quality of the Defendants' brands, and the true value of the Class
6 Vehicles.

7 384. In purchasing or leasing their Class Vehicles, the California State Class members
8 relied on the misrepresentations and/or omissions of Defendants with respect to the safety and
9 reliability of the Class Vehicles. Defendants' representations turned out not to be true because the
10 Class Vehicles are distributed with a dangerous safety defect, rendering the vehicles' airbags and
11 seatbelts inoperative in certain types of accidents.

12 385. Plaintiffs and the other California State Class members have suffered an injury in
13 fact, including the loss of money or property, as a result of Defendants' unfair, unlawful, and/or
14 deceptive practices. Had they known the truth, Plaintiffs and California State Class members
15 would not have purchased or leased the Class Vehicles or would have paid significantly less for
16 them.

17 386. Plaintiffs and California State Class members had no way of discerning that
18 Defendants' representations were false and misleading, or otherwise learning the facts that
19 Defendants had concealed or failed to disclose. Plaintiffs and California State Class members did
20 not, and could not, unravel Defendants' deception on their own.

21 387. Defendants had an ongoing duty to Plaintiffs and California State Class members
22 to refrain from unfair or deceptive practices under the California False Advertising Law in the
23 course of their business. Specifically, the Defendants owed Plaintiffs and California State Class
24 members a duty to disclose all the material facts concerning the SDM Calibration Defect in the
25 Class Vehicles because they possessed exclusive knowledge, they intentionally concealed the
26 defect from Plaintiffs and California State Class members, and/or they made misrepresentations
27 that were misleading because they were contradicted by withheld facts.
28

388. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendants business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of California and nationwide.

389. Defendants' violations present a continuing risk to Plaintiffs and California State Class members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

390. Plaintiffs requests that this Court enter an order enjoining Defendants from continuing their unfair, unlawful, and/or deceptive practices and restoring to the California State Class any money Defendants acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

**CALIFORNIA COUNT VII:
Breach of Express Warranty
Cal. Com. Code §§ 2313 and 10210
(On Behalf of the California State Class)**

391. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

392. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California State Class against the Defendants.

393. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor vehicles under § 2103(1)(d).

394. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Cal. Com. Code § 10103(a)(16).

395. All California State Class members who purchased Class Vehicles in California are “buyers” within the meaning of Cal. Com. Code § 2103(1)(a).

396. All California State Class members who leased Class Vehicles in the California are “lessees” within the meaning of Cal. Com. Code § 10103(a)(14).

1 397. The Class Vehicles are and were at all relevant times “goods” within the meaning
2 of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

3 398. In connection with the purchase or lease of Class Vehicles, Defendants provided
4 Plaintiffs and California State Class members with written express warranties covering the repair
5 or replacement of components that are defective in materials or workmanship.

6 399. Defendants’ warranties formed the basis of the bargain that was reached when
7 Plaintiffs and California State Class members unknowingly purchased or leased Class Vehicles
8 that came equipped with the SDM Calibration Defect.

9 400. However, Defendants knew or should have known that the warranties were false
10 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
11 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
12 were sold and leased to Plaintiffs and California State Class members.

13 401. Plaintiffs and California State Class members reasonably relied on Defendants’
14 express warranties when purchasing or leasing their Class Vehicles.

15 402. Defendants knowingly breached their express warranties to repair defects in
16 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
17 Defendants also breached their express warranties by providing a product containing defects that
18 were never disclosed to Plaintiffs and California State Class members.

19 403. Defendants were on reasonable notice of these issues and an opportunity to cure
20 the breaches due to their extensive knowledge of the SDM Calibration Defect, as detailed herein.
21 Any opportunity to cure the breach is unnecessary and futile, Defendants have not cured the
22 breaches of their warranties despite years of knowledge of those breaches.

23 404. As a direct and proximate result of Defendants’ breach of express warranties,
24 Plaintiffs and California State Class members have been damaged in an amount to be proven at
25 trial.
26
27
28

**CALIFORNIA COUNT VIII:
Breach of Implied Warranty of Merchantability
Cal. Com. Code §§ 2314 and 10212
(On Behalf of the California State Class)**

405. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

406. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the California State Class against the Defendants.

407. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor vehicles under § 2103(1)(d).

408. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Cal. Com. Code § 10103(a)(16).

409. All California State Class members who purchased Class Vehicles in California are “buyers” within the meaning of Cal. Com. Code § 2103(1)(a).

410. All California State Class members who leased Class Vehicles in the California are “lessees” within the meaning of Cal. Com. Code § 10103(a)(14).

411. The Class Vehicles are and were at all relevant times “goods” within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

412. The Class Vehicles are and were at all relevant times “goods” within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

413. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Cal. Com. Code §§ 2314 and 10212.

414. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the

1 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
2 accident, rendering the Class Vehicles inherently defective and dangerous.

3 415. Defendants were on reasonable notice of these issues and an opportunity to cure
4 the breaches due to their extensive knowledge of the SDM Calibration Defect, as detailed herein.
5 Any opportunity to cure the breach is unnecessary and futile, Defendants have not cured the
6 breaches of their warranties despite years of knowledge of those breaches.

7 416. As a direct and proximate result of Defendants' breach of the implied warranty of
8 merchantability, Plaintiffs and California State Class members have been damaged in an amount
9 to be proven at trial.

10 **CALIFORNIA COUNT IX:**
11 **Violation of Song-Beverly Consumer Warranty Act,**
12 **Breach of Implied Warranty**
13 **Cal Civ. Code § 1790, *et seq.***
14 **(On Behalf of the California State Class)**

15 417. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
16 fully set forth herein.

17 418. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of
18 this count, "Plaintiffs") bring this claim on behalf of themselves and the California State Class
19 against the Defendants.

20 419. All California State Class members who purchased Class Vehicles in California
21 are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

22 420. All California State Class members who leased Class Vehicles in California are
23 "lessors" within the meaning of Cal. Civ. Code § 1791(h).

24 421. The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code
25 § 1791(a).

26 422. Defendants are the "manufacturer[s]" of the Class Vehicles within the meaning of
27 Cal. Civ. Code § 1791(j).

28 423. Defendants impliedly warranted to Plaintiffs and the other members of the
California State Class that the Class Vehicles were "merchantable" within the meaning of Cal.

1 Civ. Code §§ 1791.1(a) & 1792; however, the Class Vehicles do not have the quality that a buyer
2 would reasonably expect.

3 424. The Class Vehicles would not pass without objection in the automotive trade due
4 to the SDM Calibration Defect. Because the Class Vehicles contain defective SDMs, the Class
5 Vehicles are not in merchantable condition and thus not fit for ordinary purposes.

6 425. The Class Vehicles are not adequately labeled because the labeling fails to disclose
7 the SDM Calibration Defect. The Class Vehicles do not conform to the promises and affirmations
8 made by the Defendants regarding safety.

9 426. The Defendants' breach of the implied warranty of merchantability caused damage
10 to Plaintiffs and California State Class members who purchased or leased the defective Class
11 Vehicles. The amount of damages due will be proven at trial.

12 427. Pursuant to Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs and California State
13 Class members seek an order enjoining Defendants' unfair and/or deceptive acts or practices,
14 damages, punitive damages, and any other just and proper relief available under the Song-Beverly
15 Consumer Warranty Act.

16 **CALIFORNIA COUNT X:**
17 **Violation of the Song-Beverly Consumer Protection Act,**
18 **Breach of Express Warranty**
19 **Cal Civ. Code § 1790, *et seq.***
(On Behalf of the California State Class)

20 428. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
21 fully set forth herein.

22 429. Plaintiffs Ramiro Pereda, James Milstead, and Richard Vargas (for the purposes of
23 this count, "Plaintiffs") bring this claim on behalf of themselves and the California State Class
24 against the Defendants.

25 430. All California State Class members who purchased Class Vehicles in California
26 are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

27 431. All California State Class members who leased Class Vehicles in California are
28 "lessors" within the meaning of Cal. Civ. Code § 1791(h).

1 432. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code
2 § 1791(a).

3 433. Defendants are “manufacturer[s]” of the Class Vehicles within the meaning of
4 California Civil Code § 1791(j).

5 434. Defendants are and were at all relevant times “sellers” of motor vehicles under
6 Cal. Civ. Code § 1791(l).

7 435. With respect to leases, Defendants are and were at all relevant times “lessors” of
8 motor vehicles under Cal. Civ. Code § 1791(i).

9 436. Defendants made express warranties to members of the California State Class
10 within the meaning of California Civil Code §§ 1791.2 and 1793.2.

11 437. In connection with the purchase or lease of Class Vehicles, Defendants provided
12 Plaintiffs and California State Class members with written express warranties covering the repair
13 or replacement of components that are defective in materials or workmanship.

14 438. Defendants’ warranties formed the basis of the bargain that was reached when
15 Plaintiffs and California State Class members unknowingly purchased or leased their Class
16 Vehicles equipped with the SDM Calibration Defect.

17 439. However, Defendants knew or should have known that their warranties were false
18 and misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class
19 Vehicles which made the vehicles inherently defective and dangerous at the time that they were
20 sold and leased to Plaintiffs and California State Class members.

21 440. Plaintiffs and California State Class members reasonably relied on Defendants’
22 express warranties when purchasing or leasing the California Class Vehicles.

23 441. Defendants knowingly breached their express warranties to repair defects in
24 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
25 Defendants also breached their express warranties by providing a product containing defects that
26 were never disclosed to Plaintiffs and California State Class members.

27 442. Defendants were on reasonable notice of these issues and an opportunity to cure
28 the breaches due to their extensive knowledge of the SDM Defect, as detailed herein. Any

1 opportunity to cure the breach is unnecessary and futile, Defendants have not cured the breaches
2 of their warranties despite years of knowledge of those breaches, as detailed herein.

3 443. As a result of Defendants' breach of their express warranties, members of the
4 California State Class received goods whose defect substantially impairs their value to Plaintiffs
5 and the other members of the California State Class. Plaintiffs and members of the California
6 State Class have been damaged as a result of, inter alia, the diminished value of Defendants'
7 products.

8 444. Pursuant to California Civil Code §§ 1793.2 & 1794, Plaintiffs and members of
9 the California State Class are entitled to damages and other legal and equitable relief including, at
10 their election, the purchase price of their Class Vehicles, or the overpayment or diminution in
11 value of their Class Vehicles.

12 445. Pursuant to California Civil Code § 1794, the Class is entitled to costs and
13 attorneys' fees.

14 5. Colorado

15 **COLORADO COUNT I:** 16 **Violations of the Colorado Consumer Protection Act** 17 **Colo. Rev. Stat. § 6-1-101 *et seq.*** **(On Behalf of the Colorado State Class)**

18 446. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

19 447. Plaintiff Lakiesha Shears (for the purposes of this count, "Plaintiff") brings this
20 claim on behalf of herself and the Colorado State Class against all Defendants.

21 448. Defendants are "person[s]" under § 6-1-102(6) of the Colorado Consumer
22 Protection Act "Colorado CPA"), Col. Rev. Stat. § 6-1-101, *et seq.*

23 449. Plaintiff and Colorado State Class members are "consumers" for purposes of Col.
24 Rev. Stat § 6-1-113(1)(a) who purchased or leased one or more Class Vehicles.

25 450. The Colorado CPA prohibits deceptive trade practices in the course of a person's
26 business. Defendants engaged in deceptive trade practices prohibited by the Colorado CPA,
27 including: (1) knowingly making a false representation as to the characteristics, uses, and benefits
28 of the Class Vehicles that had the capacity or tendency to deceive Colorado State Class members;

1 (2) representing that the Class Vehicles are of a particular standard, quality, and grade even
2 though Defendants knew or should have known they are not; (3) advertising the Class Vehicles
3 with the intent not to sell them as advertised; and (4) failing to disclose material information
4 concerning the Class Vehicles that was known to Defendants at the time of advertisement or sale
5 with the intent to induce Colorado State Class members to purchase, lease or retain the Class
6 Vehicles.

7 451. In the course of their business, Defendants violated the Colorado CPA by
8 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
9 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
10 above.

11 452. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
12 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
13 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
14 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
15 conduct of any trade or commerce, as prohibited by the Colorado CPA.

16 453. Defendants' unfair or deceptive acts or practices, including misrepresentations,
17 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
18 mislead and create a false impression in consumers, and were likely to and did in fact deceive
19 reasonable consumers, including Plaintiff and Colorado State Class members, about the true
20 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
21 Class Vehicles.

22 454. Defendants' scheme and concealment of the SDM Calibration Defect and true
23 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
24 Colorado State Class members, as the Defendants intended. Had they known the truth, Plaintiff
25 and Colorado State Class members would not have purchased or leased the Class Vehicles, or
26 would have paid significantly less for them.

27 455. Plaintiff and Colorado State Class members had no way of discerning that
28 Defendants' representations were false and misleading and/or otherwise learning the facts that

1 Defendants had concealed or failed to disclose. Plaintiff and Colorado State Class members did
2 not, and could not, unravel Defendants' deception on their own.

3 456. Defendants had an ongoing duty to Plaintiff and Colorado State Class members to
4 refrain from unfair or deceptive practices under the Colorado CPA in the course of their business.
5 Specifically, Defendants owed Plaintiff and Colorado State Class members a duty to disclose all
6 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
7 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and
8 Colorado State Class members, and/or they made misrepresentations that were misleading
9 because they were contradicted by withheld facts.

10 457. Defendants' violations present a continuing risk to the Colorado State Class as
11 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
12 the public interest.

13 458. Plaintiff and the Colorado State Class suffered ascertainable loss and actual
14 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
15 and failure to disclose material information. Defendants had an ongoing duty to all their
16 customers to refrain from unfair and deceptive practices under the Colorado CPA. All owners and
17 lessees of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and
18 unfair acts and practices made in the course of Defendants' business.

19 **COLORADO COUNT II:**
20 **Breach of Express Warranty**
21 **Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-210**
(On Behalf of the Colorado State Class)

22 459. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
23 fully set forth herein.

24 460. Plaintiff Lakiesha Shears (for the purposes of this count, "Plaintiff") brings this
25 claim on behalf of herself and the Colorado State Class against all Defendants.

26 461. Defendants are and were at all relevant times "merchant[s]" with respect to motor
27 vehicles under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and "sellers" of motor vehicles
28 under § 4-2-103(1)(d).

1 462. With respect to leases, Defendants are and were at all relevant times “lessors” of
2 motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

3 463. The Class Vehicles are and were at all relevant times “goods” within the meaning
4 of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

5 464. In connection with the purchase or lease of Class Vehicles, Defendants provided
6 Plaintiff and Colorado State Class members with written express warranties covering the repair or
7 replacement of components that are defective in materials or workmanship.

8 465. Defendants’ warranties formed the basis of the bargain that was reached when
9 Plaintiff and Colorado State Class members unknowingly purchased or leased Class Vehicles that
10 came equipped with the SDM Calibration Defect.

11 466. However, Defendants knew or should have known that the warranties were false
12 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
13 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
14 were sold and leased to Plaintiff and Colorado State Class members.

15 467. Plaintiff and Colorado State Class members reasonably relied on the Defendants’
16 express warranties when purchasing or leasing their Class Vehicles.

17 468. Defendants knowingly breached their express warranties to repair defects in
18 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
19 Defendants also breached their express warranties by providing a product containing defects that
20 were never disclosed to Plaintiff and Colorado State Class members.

21 469. Plaintiff and Colorado State Class members have provided the Defendants with
22 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
23 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
24 NHTSA complaints and individual lawsuits, as detailed herein.

25 470. Alternatively, any opportunity to cure the breach is unnecessary and futile.

26 471. As a direct and proximate result of the Defendants’ breach of express warranties,
27 Plaintiff and Colorado State Class members have been damaged in an amount to be proven at
28 trial.

COLORADO COUNT III:
Breach of Implied Warranty of Merchantability
Colo. Rev. Stat. §§ 4-2-314 and 4-2.5-212
(On Behalf of the Colorado State Class)

472. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

473. Plaintiff Lakiesha Shears (for the purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Colorado State Class against all Defendants.

474. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and “sellers” of motor vehicles under § 4-2-103(1)(d).

475. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

476. The Class Vehicles are and were at all relevant times “goods” within the meaning of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

477. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-212.

478. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

479. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

480. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1 481. As a direct and proximate result of Defendants' breach of the implied warranty of
2 merchantability, Plaintiff and Colorado State Class members have been damaged in an amount to
3 be proven at trial.

4 **6. Delaware**

5 **DELAWARE COUNT I:**
6 **Violations of the Delaware Consumer Fraud Act**
7 **6 Del. Code § 2513 *et seq.***
8 **(On Behalf of the Delaware State Class)**

8 482. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

9 483. Plaintiff Christina Colatriano (for the purposes of this count, "Plaintiff") brings
10 this claim on behalf of herself and the Delaware State Class against all Defendants.

11 484. Defendants are "person[s]" within the meaning of 6 Del. Code § 2511(7).

12 485. The Delaware Consumer Fraud Act ("Delaware CFA") prohibits the "act, use or
13 employment by any person of any deception, fraud, false pretense, false promise,
14 misrepresentation, or the concealment, suppression, or omission of any material fact with intent
15 that others rely upon such concealment, suppression or omission, in connection with the sale,
16 lease or advertisement of any merchandise, whether or not any person has in fact been misled,
17 deceived or damaged thereby." 6 Del. Code § 2513(a).

18 486. In the course of their business, Defendants violated the Delaware CFA by
19 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
20 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
21 above.

22 487. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
23 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
24 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
25 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
26 conduct of any trade or commerce, as prohibited by 6 Del. Code § 2513(a).

27 488. Defendants' unfair or deceptive acts or practices, including misrepresentations,
28 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to

1 mislead and create a false impression in consumers, and were likely to and did in fact deceive
2 reasonable consumers, including Plaintiff and Delaware State Class members, about the true
3 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
4 Class Vehicles.

5 489. Defendants' scheme and concealment of the SDM Calibration Defect and true
6 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
7 Delaware State Class members, as the Defendants intended. Had they known the truth, Plaintiffs
8 and Delaware State Class members would not have purchased or leased the Class Vehicles, or
9 would have paid significantly less for them.

10 490. Plaintiff and Delaware State Class members had no way of discerning that
11 Defendants' representations were false and misleading and/or otherwise learning the facts that
12 Defendants had concealed or failed to disclose. Plaintiff and Delaware State Class members did
13 not, and could not, unravel Defendants' deception on their own.

14 491. Defendants had an ongoing duty to Plaintiff and Delaware State Class members to
15 refrain from unfair or deceptive practices under the Delaware CFA in the course of their business.
16 Specifically, Defendants owed Plaintiffs and Delaware State Class members a duty to disclose all
17 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
18 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and
19 Delaware State Class members, and/or they made misrepresentations that were misleading
20 because they were contradicted by withheld facts.

21 492. Defendants' violations present a continuing risk to the Delaware Class as well as
22 to the general public. Defendants' unlawful acts and practices complained of herein affect the
23 public interest.

24 493. The Delaware State Class suffered ascertainable loss and actual damages as a
25 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
26 disclose material information. Defendants had an ongoing duty to all their customers to refrain
27 from unfair and deceptive practices under the Delaware CFA. All owners of Class Vehicles
28

1 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
2 in the course of Defendants' business.

3 494. As a direct and proximate result of Defendants' violations of the Delaware CFA,
4 the Delaware State Class have suffered injury-in-fact and/or actual damage.

5 495. The Delaware State Class seeks damages under the Delaware CFA for injury
6 resulting from the direct and natural consequences of Defendants' unlawful conduct. *See, e.g.,*
7 *Stephenson v. Capano Dev., Inc.*, 462 A.2d 1069, 1077 (Del. 1983). The Delaware State Class
8 also seeks an order enjoining Defendants' unfair, unlawful, and/or deceptive practices,
9 declaratory relief, attorneys' fees, and any other just and proper relief available under the
10 Delaware CFA.

11 496. Defendants engaged in gross, oppressive or aggravated conduct justifying the
12 imposition of punitive damages.

13 **DELAWARE COUNT II:**
14 **Breach of Express Warranty**
15 **6 Del. Code §§ 2-313 and 2A-210**
16 **(On Behalf of the Delaware State Class)**

17 497. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 498. Plaintiff Christina Colatriano (for the purposes of this count, "Plaintiff") brings
20 this claim on behalf of herself and the Delaware State Class against all Defendants.

21 499. Defendants are and were at all relevant times "merchant[s]" with respect to motor
22 vehicles under 6 Del. C. §§ 2-104(1) and 2A-103(3), and "sellers" of motor vehicles under § 2-
23 103(1)(d).

24 500. With respect to leases, Defendants are and were at all relevant times "lessors" of
25 motor vehicles under 6 Del. C. § 2A-103(1)(p).

26 501. The Class Vehicles are and were at all relevant times "goods" within the meaning
27 of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).
28

1 502. In connection with the purchase or lease of Class Vehicles, Defendants provided
2 Plaintiff and Delaware State Class members with written express warranties covering the repair or
3 replacement of components that are defective in materials or workmanship.

4 503. Defendants' warranties formed the basis of the bargain that was reached when
5 Plaintiff and Delaware State Class members unknowingly purchased or leased Class Vehicles that
6 came equipped with the SDM Calibration Defect.

7 504. However, Defendants knew or should have known that the warranties were false
8 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
9 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
10 were sold and leased to Plaintiff and Delaware State Class members.

11 505. Plaintiff and Delaware State Class members reasonably relied on the Defendants'
12 express warranties when purchasing or leasing their Class Vehicles.

13 506. Defendants knowingly breached their express warranties to repair defects in
14 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
15 Defendants also breached their express warranties by providing a product containing defects that
16 were never disclosed to Plaintiffs and Delaware State Class members.

17 507. Plaintiff and Delaware State Class members have provided the Defendants with
18 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
19 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
20 NHTSA complaints and individual lawsuits, as detailed herein.

21 508. Alternatively, any opportunity to cure the breach is unnecessary and futile.

22 509. As a direct and proximate result of the Defendants' breach of express warranties,
23 Plaintiff and Delaware State Class members have been damaged in an amount to be proven at
24 trial.

DELAWARE COUNT III:
Breach of Implied Warranty of Merchantability
6 Del. Code §§ 2-314 and 7-2A-212
(On Behalf of the Delaware State Class)

510. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

511. Plaintiff Christina Colatriano (for the purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Delaware State Class against all Defendants.

512. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under 6 Del. C. §§ 2-104(1) and 2A-103(3), and “sellers” of motor vehicles under § 2-103(1)(d).

513. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under 6 Del. C. § 2A-103(1)(p).

514. The Class Vehicles are and were at all relevant times “goods” within the meaning of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).

515. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 6 Del. C. §§ 2-314 and 2A-212.

516. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

517. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

518. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1 519. As a direct and proximate result of Defendants' breach of the implied warranty of
2 merchantability, Plaintiffs and Delaware State Class members have been damaged in an amount
3 to be proven at trial.

4 **7. Florida**

5 **FLORIDA COUNT I:**
6 **Violations of the Florida Unfair & Deceptive Trade Practices Act**
7 **Fla. Stat. § 501.201, *et seq.***
8 **(On Behalf of the Florida State Class)**

9 520. Plaintiffs reallege and incorporate by reference all preceding allegations as though
10 fully set forth herein.

11 521. Plaintiffs Toni Lowe, Clarise Knight, and William Free (for the purposes of this
12 count, "Plaintiffs") bring this claim on behalf of themselves and the Florida State Class against all
13 Defendants.

14 522. Plaintiffs and members of the Florida State Class are "consumers" within the
15 meaning of the Florida Unfair and Deceptive Trade Practices Act ("FUDTPA"), Fla. Stat.
16 § 501.203(7).

17 523. Defendants engaged in "trade or commerce" within the meaning of Fla. Stat.
18 § 501.203(8).

19 524. FUDTPA prohibits "[u]nfair methods of competition, unconscionable acts or
20 practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce . . ."
21 Fla. Stat. § 501.204(1). Defendants participated in unfair and deceptive trade practices that
22 violated the FUDTPA as described herein.

23 525. In the course of their business, Defendants violated the FUDTPA by knowingly
24 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts
25 regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

26 526. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
27 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
28 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of

1 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
2 conduct of any trade or commerce, as prohibited by Fla. Stat. § 501.204(1).

3 527. Defendants' unfair or deceptive acts or practices, including misrepresentations,
4 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
5 mislead and create a false impression in consumers, and were likely to and did in fact deceive
6 reasonable consumers, including Plaintiffs and Florida State Class members, about the true safety
7 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
8 Vehicles.

9 528. Defendants' scheme and concealment of the SDM Calibration Defect and true
10 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
11 and Florida State Class members, as the Defendants intended. Had they known the truth,
12 Plaintiffs and Florida State Class members would not have purchased or leased the Class
13 Vehicles, or would have paid significantly less for them.

14 529. Plaintiffs and Florida State Class members had no way of discerning that
15 Defendants' representations were false and misleading and/or otherwise learning the facts that
16 Defendants had concealed or failed to disclose. Plaintiffs and Florida State Class members did
17 not, and could not, unravel Defendants' deception on their own.

18 530. Defendants had an ongoing duty to Plaintiffs and Florida State Class members to
19 refrain from unfair or deceptive practices under the FUDTPA in the course of their business.
20 Specifically, Defendants owed Plaintiffs and Florida State Class members a duty to disclose all
21 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
22 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and
23 Florida State Class members, and/or they made misrepresentations that were misleading because
24 they were contradicted by withheld facts.

25 531. Defendants' violations present a continuing risk to Plaintiffs and Florida State
26 Class members, as well as to the general public. Defendants' unlawful acts and practices
27 complained of herein affect the public interest.
28

533. Plaintiffs and the Florida State Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information.

534. Plaintiffs and the Florida State Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

535. Plaintiffs and the Florida State Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FUDTPA.

536. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

537. Plaintiffs Toni Lowe, Clarise Knight, and William Free (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Florida State Class against all Defendants.

538. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and a “seller” of motor vehicles under § 672.103(1)(d).

539. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Fla. Stat. § 680.1031(1)(p).

540. All Florida State Class members who purchased Class Vehicles in Florida are “buyers” within the meaning of Fla. Stat. §§ 672.103(1)(a).

541. All Florida State Class members who leased Class Vehicles in Florida are “lessees” within the meaning of Fla. Stat. § 680.1031(1)(n).

1 542. The Class Vehicles are and were at all relevant times “goods” within the meaning
2 of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

3 543. In connection with the purchase or lease of Class Vehicles, Defendants provided
4 Plaintiffs and Florida State Class members with written express warranties covering the repair or
5 replacement of components that are defective in materials or workmanship.

6 544. Defendants’ warranties formed the basis of the bargain that was reached when
7 Plaintiffs and Florida State Class members unknowingly purchased or leased Class Vehicles that
8 came equipped with the SDM Calibration Defect.

9 545. However, Defendants knew or should have known that the warranties were false
10 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
11 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
12 were sold and leased to Plaintiffs and Florida State Class members.

13 546. Plaintiffs and Florida State Class members reasonably relied on the Defendants’
14 express warranties when purchasing or leasing their Class Vehicles.

15 547. Defendants knowingly breached their express warranties to repair defects in
16 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
17 Defendants also breached their express warranties by providing a product containing defects that
18 were never disclosed to Plaintiffs and Florida State Class members.

19 548. Plaintiffs and Florida State Class members have provided the Defendants with
20 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
21 sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and
22 individual lawsuits, as detailed herein.

23 549. Alternatively, any opportunity to cure the breach is unnecessary and futile.

24 550. As a direct and proximate result of the Defendants’ breach of express warranties,
25 Plaintiffs and Florida State Class members have been damaged in an amount to be proven at trial.
26
27
28

**FLORIDA COUNT III:
Breach of Implied Warranty of Merchantability
Fla. Stat. §§ 672.314 and 680.212
(On Behalf of the Florida State Class)**

551. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

552. Plaintiffs Toni Lowe, Clarise Knight, and William Free (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Florida State Class against all Defendants.

553. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and a “seller” of motor vehicles under § 672.103(1)(d).

554. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Fla. Stat. § 680.1031(1)(p).

555. All Florida State Class members who purchased Class Vehicles in Florida are “buyers” within the meaning of Fla. Stat. §§ 672.103(1)(a).

556. All Florida State Class members who leased Class Vehicles in Florida are “lessees” within the meaning of Fla. Stat. § 680.1031(1)(n).

557. The Class Vehicles are and were at all relevant times “goods” within the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

558. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Fla. Stat. §§ 672.314 and 680.212.

559. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1 560. Defendants were provided reasonable notice of these issues by way of a letter sent
2 by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
3 NHTSA complaints and individual lawsuits, as detailed herein.

4 561. Alternatively, any opportunity to cure the breach is unnecessary and futile.

5 562. As a direct and proximate result of Defendants' breach of the implied warranty of
6 merchantability, Plaintiffs and Florida State Class members have been damaged in an amount to
7 be proven at trial.

8 **8. Georgia**

9 **GEORGIA COUNT I:**
10 **Violations of Georgia's Fair Business Practices Act**
11 **Ga. Code Ann. § 10-1-390 *et seq.***
 (On Behalf of the Georgia State Class)

12 563. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

13 564. Plaintiffs Eloise Ackiss, Joseph Sweat, Ed Driggers, Jr., and Larry Swafford (for
14 the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Georgia
15 State Class against all Defendants.

16 565. The Georgia Fair Business Practices Act ("Georgia FBPA") declares "[u]nfair or
17 deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices
18 in trade or commerce" to be unlawful, Ga. Code. Ann. § 10-1-393(a), including but not limited to
19 "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses,
20 benefits, or quantities that they do not have," "[r]epresenting that goods or services are of a
21 particular standard, quality, or grade . . . if they are of another," and "[a]dvertising goods or
22 services with intent not to sell them as advertised," Ga. Code. Ann. § 10-1-393(b).

23 566. In the course of their business, Defendants violated the Georgia FBPA by
24 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
25 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
26 above.

27 567. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
28 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class

1 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
2 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
3 conduct of any trade or commerce, as prohibited by Ga. Code. Ann. § 10-1-393(b).

4 568. Defendants' unfair or deceptive acts or practices, including misrepresentations,
5 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
6 mislead and create a false impression in consumers, and were likely to and did in fact deceive
7 reasonable consumers, including Plaintiffs and Georgia State Class members, about the true
8 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
9 Class Vehicles.

10 569. Defendants' scheme and concealment of the SDM Calibration Defect and true
11 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
12 and Georgia State Class members, as the Defendants intended. Had they known the truth,
13 Plaintiffs and Georgia State Class members would not have purchased or leased the Class
14 Vehicles, or would have paid significantly less for them.

15 570. Plaintiffs and Georgia State Class members had no way of discerning that
16 Defendants' representations were false and misleading and/or otherwise learning the facts that
17 Defendants had concealed or failed to disclose. Plaintiffs and Georgia State Class members did
18 not, and could not, unravel Defendants' deception on their own.

19 571. Defendants had an ongoing duty to Plaintiffs and Georgia State Class members to
20 refrain from unfair or deceptive practices under the Georgia FBPA in the course of their business.
21 Specifically, Defendants owed Plaintiffs and Georgia State Class members a duty to disclose all
22 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
23 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and
24 Georgia State Class members, and/or they made misrepresentations that were misleading because
25 they were contradicted by withheld facts.

26 572. Defendants' violations present a continuing risk to Plaintiffs and Georgia State
27 Class members, as well as to the general public. Defendants' unlawful acts and practices
28 complained of herein affect the public interest.

575. Plaintiffs and the Georgia State Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Georgia FBPA per Ga. Code. Ann. § 10-1-399.

**GEORGIA COUNT II:
Violations of Georgia’s Uniform Deceptive Trade Practices Act
Ga. Code Ann. § 10-1-370 *et seq.*
(On Behalf of the Georgia State Class)**

578. Plaintiffs Eloise Ackiss, Joseph Sweat, Ed Driggers, Jr., and Larry Swafford (for purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Georgia Class against all Defendants.

580. The Georgia UDTPA prohibits “deceptive trade practices,” which include the presentation of standard or quality of goods or services,” and “engaging in any other act which similarly creates a likelihood of confusion or of misunderstanding.” Ga. Code. § 10-1-372(a).

AMENDED CLASS ACTION COMPLAINT
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1 582. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
2 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
3 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
4 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
5 conduct of any trade or commerce, as prohibited by the Georgia UDTPA.

6 583. Defendants' unfair or deceptive acts or practices, including misrepresentations,
7 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
8 mislead and create a false impression in consumers, and were likely to and did in fact deceive
9 reasonable consumers, including Plaintiffs and Georgia State Class members, about the true
10 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
11 Class Vehicles.

12 584. Defendants' scheme and concealment of the SDM Calibration Defect and true
13 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
14 and Georgia State Class members, as the Defendants intended. Had they known the truth,
15 Plaintiffs and Georgia State Class members would not have purchased or leased the Class
16 Vehicles, or would have paid significantly less for them.

17 585. Plaintiffs and Georgia State Class members had no way of discerning that
18 Defendants' representations were false and misleading and/or otherwise learning the facts that
19 Defendants had concealed or failed to disclose. Plaintiffs and Georgia State Class members did
20 not, and could not, unravel Defendants' deception on their own.

21 586. Defendants had an ongoing duty to Plaintiffs and Georgia State Class members to
22 refrain from unfair or deceptive practices under the Georgia UDTPA in the course of their
23 business. Specifically, Defendants owed Plaintiffs and Georgia State Class members a duty to
24 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
25 because they possessed exclusive knowledge, they intentionally concealed the defect from
26 Plaintiffs and Georgia State Class members, and/or they made misrepresentations that were
27 misleading because they were contradicted by withheld facts.
28

589. Plaintiffs and the Georgia State Class seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Georgia UDTPA per Ga. Code. Ann § 10-1-373.

590. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

592. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and a “seller” of motor vehicles under § 11-2-103(1)(d).

594. The Class Vehicles are and were at all relevant times “goods” within the meaning of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

595. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiffs and Georgia State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1 596. Defendants' warranties formed the basis of the bargain that was reached when
2 Plaintiffs and Georgia State Class members unknowingly purchased or leased Class Vehicles that
3 came equipped with the SDM Calibration Defect.

4 597. However, Defendants knew or should have known that the warranties were false
5 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
6 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
7 were sold and leased to Plaintiffs and Georgia State Class members.

8 598. Plaintiffs and Georgia State Class members reasonably relied on the Defendants'
9 express warranties when purchasing or leasing their Class Vehicles.

10 599. Defendants knowingly breached their express warranties to repair defects in
11 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
12 Defendants also breached their express warranties by providing a product containing defects that
13 were never disclosed to Plaintiffs and Georgia State Class members.

14 600. Plaintiffs and Georgia State Class members have provided the Defendants with
15 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
16 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
17 NHTSA complaints and individual lawsuits, as detailed herein.

18 601. Alternatively, any opportunity to cure the breach is unnecessary and futile.

19 602. As a direct and proximate result of the Defendants' breach of express warranties,
20 Plaintiffs and Georgia State Class members have been damaged in an amount to be proven at
21 trial.

22 **GEORGIA COUNT IV:**
23 **Breach of Implied Warranty of Merchantability**
24 **Ga. Code Ann. §§ 11-2-314 and 11-2A-212**
 (On Behalf of the Georgia State Class)

25 603. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
26 forth herein.

1 604. Plaintiffs Eloise Ackiss, Joseph Sweat, Ed Driggers, Jr., and Larry Swafford for
2 the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Georgia
3 State Class against all Defendants.

4 605. Defendants are and were at all relevant times “merchant[s]” with respect to motor
5 vehicles under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and a “seller” of motor vehicles
6 under § 11-2-103(1)(d).

7 606. With respect to leases, Defendants are and were at all relevant times “lessors” of
8 motor vehicles under Ga. Code Ann. § 11-2A-103(1)(p).

9 607. The Class Vehicles are and were at all relevant times “goods” within the meaning
10 of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

11 608. A warranty that the Class Vehicles were in merchantable condition and fit for the
12 ordinary purpose for which vehicles are used is implied by law pursuant to Ga. Code Ann. §§ 11-
13 2-314 and 11-2A-212.

14 609. The Class Vehicles did not comply with the implied warranty of merchantability
15 because, at the time of sale and at all times thereafter, they were defective and not in
16 merchantable condition, would not pass without objection in the trade, and were not fit for the
17 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
18 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
19 accident, rendering the Class Vehicles inherently defective and dangerous.

20 610. Defendants were provided reasonable notice of these issues by way of a letter sent
21 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
22 lawsuits, as detailed herein.

23 611. Alternatively, any opportunity to cure the breach is unnecessary and futile.

24 612. As a direct and proximate result of Defendants’ breach of the implied warranty of
25 merchantability, Plaintiffs and Georgia State Class members have been damaged in an amount to
26 be proven at trial.

1 **9. Idaho**

2 **IDAHO COUNT I:**
3 **Violations of the Idaho Consumer Protection Act**
4 **Idaho Code Ann. § 48-601, *et seq.***

5 613. Plaintiffs reallege and incorporate by reference all preceding allegations as though
6 fully set forth herein.

7 614. Plaintiffs Michael Merkley and Travis Dieter (for the purposes of this count,
8 “Plaintiffs”) bring this claim on behalf of themselves and the Idaho State Class against all
9 Defendants.

10 615. Defendants are “person[s]” under the Idaho Consumer Protection Act (“Idaho
11 CPA”), Idaho Code § 48-602(1).

12 616. Defendants’ acts or practices as set forth above occurred in the conduct of “trade”
13 or “commerce” under Idaho Code § 48-602(2).

14 617. Defendants participated in misleading, false, or deceptive acts that violated the
15 Idaho CPA.

16 618. In the course of their business, Defendants violated the Idaho CPA by knowingly
17 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts
18 regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

19 619. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
20 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
21 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
22 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
23 conduct of any trade or commerce, as prohibited by the Idaho CPA.

24 620. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
25 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
26 mislead and create a false impression in consumers, and were likely to and did in fact deceive
27 reasonable consumers, including Plaintiffs and Idaho State Class members, about the true safety
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1 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
2 Vehicles.

3 621. Defendants' scheme and concealment of the SDM Calibration Defect and true
4 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
5 and Idaho State Class members, as the Defendants intended. Had they known the truth, Plaintiffs
6 and Idaho State Class members would not have purchased or leased the Class Vehicles, or would
7 have paid significantly less for them.

8 622. Plaintiffs and Idaho State Class members had no way of discerning that
9 Defendants' representations were false and misleading and/or otherwise learning the facts that
10 Defendants had concealed or failed to disclose. Plaintiffs and Idaho State Class members did not,
11 and could not, unravel Defendants' deception on their own.

12 623. Defendants had an ongoing duty to Plaintiffs and Idaho State Class members to
13 refrain from unfair or deceptive practices under the Idaho CPA in the course of their business.
14 Specifically, Defendants owed Plaintiffs and Idaho State Class members a duty to disclose all the
15 material facts concerning the SDM Calibration Defect in the Class Vehicles because they
16 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and Idaho
17 State Class members, and/or they made misrepresentations that were misleading because they
18 were contradicted by withheld facts.

19 624. Defendants' violations present a continuing risk to the Idaho State Class as well as
20 to the general public. Defendants' unlawful acts and practices complained of herein affect the
21 public interest.

22 625. The Idaho State Class suffered ascertainable loss and actual damages as a direct
23 and proximate result of Defendants' misrepresentations and concealment of and failure to
24 disclose material information. Defendants had an ongoing duty to all their customers to refrain
25 from unfair and deceptive practices under the Idaho CPA. All owners of Class Vehicles suffered
26 ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the
27 course of Defendants' business.
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1 626. As a direct and proximate result of Defendants’ violations of the Idaho CPA, the
2 Idaho State Class has suffered injury-in-fact and/or actual damage.

3 627. Pursuant to Idaho Code § 48-608, the Idaho State Class seeks monetary relief
4 against Defendants measured as the greater of (a) actual damages in an amount to be determined
5 at trial and (b) statutory damages in the amount of \$1,000 for each Idaho State Class member.

6 628. The Idaho State Class also seeks an order enjoining Defendants’ unfair, unlawful,
7 and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under the
8 Idaho CPA.

9 629. The Idaho State Class also seeks punitive damages against Defendants because
10 Defendants conduct evidences an extreme deviation from reasonable standards. Defendants
11 flagrantly and fraudulently misrepresented the reliability of the Class Vehicles, deceived Class
12 members, and concealed material facts that only they knew—all to avoid the expense and public
13 relations nightmare of correcting a flaw in the Class Vehicles. Defendants’ unlawful conduct
14 constitutes oppression and fraud warranting punitive damages.

15 **IDAHO COUNT II:**
16 **Breach of Express Warranty**
17 **Idaho Code §§ 28-2-313 and 28-12-210**
 (On Behalf of the Idaho State Class)

18 630. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
19 fully set forth herein.

20 631. Plaintiffs Michael Merkley and Travis Dieter (for the purposes of this count,
21 “Plaintiffs”) bring this claim on behalf of themselves and the Idaho State Class against all
22 Defendants.

23 632. Defendants are and were at all relevant times “merchant[s]” with respect to motor
24 vehicles under Idaho Code §§ 28-2-104(1) and 28-12-103(3), and “sellers” of motor vehicles
25 under § 28-2-103(1)(d).

26 633. With respect to leases, Defendants are and were at all relevant times “lessors” of
27 motor vehicles under Idaho Code § 28-12-103(1)(p).
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1 634. The Class Vehicles are and were at all relevant times “goods” within the meaning
2 of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h).

3 635. In connection with the purchase or lease of Class Vehicles, the Defendants
4 provided Plaintiffs and Idaho State Class members with written express warranties covering the
5 repair or replacement of components that are defective in materials or workmanship.

6 636. Defendants’ warranties formed the basis of the bargain that was reached when
7 Plaintiffs and Idaho State Class members unknowingly purchased or leased Class Vehicles that
8 came equipped with the SDM Calibration Defect.

9 637. However, Defendants knew or should have known that the warranties were false
10 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
11 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
12 were sold and leased to Plaintiffs and Idaho State Class members.

13 638. Plaintiffs and Idaho State Class members reasonably relied on the Defendants’
14 express warranties when purchasing or leasing their Class Vehicles.

15 639. Defendants knowingly breached their express warranties to repair defects in
16 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
17 Defendants also breached their express warranties by providing a product containing defects that
18 were never disclosed to Plaintiffs and Idaho State Class members.

19 640. Plaintiffs and Idaho State Class members have provided the Defendants with
20 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
21 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
22 NHTSA complaints and individual lawsuits, as detailed herein.

23 641. Alternatively, any opportunity to cure the breach is unnecessary and futile.

24 642. As a direct and proximate result of the Defendants’ breach of express warranties,
25 Plaintiffs and Idaho State Class members have been damaged in an amount to be proven at trial.
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**IDAHO COUNT III:
Breach of Implied Warranty of Merchantability
Idaho Code §§ 28-2-314 and 28-12-212
(On Behalf of the Idaho State Class)**

643. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

644. Plaintiffs Michael Merkley and Travis Dieter (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Idaho State Class against all Defendants.

645. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Idaho Code §§ 28-2-104(1) and 28-12-103(3), and “sellers” of motor vehicles under § 28-2-103(1)(d).

646. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Idaho Code § 28-12-103(1)(p).

647. The Class Vehicles are and were at all relevant times “goods” within the meaning of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h).

648. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Idaho Code §§ 28-2-314 and 28-12-212.

649. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

650. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

651. Alternatively, any opportunity to cure the breach is unnecessary and futile.

652. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Idaho State Class members have been damaged in an amount to be proven at trial.

10. Illinois

ILLINOIS COUNT I: Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act 815 ILCS 505/1, *et seq.* and 720 ILCS 295/1a (On Behalf of the Illinois State Class)

653. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

654. Plaintiffs Angelica Mar, Delbert Dehne, and Randy Holdren (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Illinois State Class against all Defendants.

655. Defendants are "person[s]" as that term is defined in 815 ILCS 505/1(c).

656. Members of the Illinois State Class are "consumers" as that term is defined in 815 ILCS 505/1(e).

657. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois CFA") prohibits "unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby." 815 ILCS 505/2.

658. In the course of their business, Defendants violated the Illinois CFA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

659. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of

1 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
2 conduct of any trade or commerce, as prohibited by 815 ILCS 505/2.

3 660. Defendants' unfair or deceptive acts or practices, including misrepresentations,
4 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
5 mislead and create a false impression in consumers, and were likely to and did in fact deceive
6 reasonable consumers, including Plaintiffs and Illinois State Class members, about the true safety
7 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
8 Vehicles.

9 661. Defendants' scheme and concealment of the SDM Calibration Defect and true
10 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
11 and Illinois State Class members, as the Defendants intended. Had they known the truth, Plaintiffs
12 and Illinois State Class members would not have purchased or leased the Class Vehicles, or
13 would have paid significantly less for them.

14 662. Plaintiffs and Illinois State Class members had no way of discerning that
15 Defendants' representations were false and misleading and/or otherwise learning the facts that
16 Defendants had concealed or failed to disclose. Plaintiffs and Illinois State Class members did
17 not, and could not, unravel Defendants' deception on their own.

18 663. Defendants had an ongoing duty to Plaintiffs and Illinois State Class members to
19 refrain from unfair or deceptive practices under the Illinois CFA in the course of their business.
20 Specifically, Defendants owed Plaintiffs and Illinois State Class members a duty to disclose all
21 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
22 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and
23 Illinois State Class members, and/or they made misrepresentations that were misleading because
24 they were contradicted by withheld facts.

25 664. Defendants' violations present a continuing risk to Plaintiffs and Illinois State
26 Class members, as well as to the general public. Defendants' unlawful acts and practices
27 complained of herein affect the public interest.
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665. Plaintiffs and the Illinois State Class suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the Illinois CFA. All owners of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

666. As a direct and proximate result of Defendants' violations of the Illinois CFA, Plaintiffs and members of the Illinois State Class have suffered injury-in-fact and/or actual damage.

667. Pursuant to 815 ILCS 505/10a(a), the Illinois State Class seeks monetary relief against Defendants in the amount of actual damages, as well as punitive damages because Defendants acted with fraud and/or malice and/or was grossly negligent.

668. Plaintiffs and the Illinois State Class also seek an order enjoining Defendants’ unfair and/or deceptive acts or practices, punitive damages, and attorneys’ fees, and any other just and proper relief available under 815 ILCS § 505/1 *et seq.*

**ILLINOIS COUNT II:
Breach of Express Warranty
810 Ill. Comp. Stat. §§ 5/2-313 and 5/2A-210
(On Behalf of the Illinois State Class)**

669. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

670. Plaintiffs Angelica Mar, Delbert Dehne, and Randy Holdren (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Illinois State Class against all Defendants.

671. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and “sellers” of motor vehicles under § 5/2-103(1)(d).

672. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

1 673. The Class Vehicles are and were at all relevant times “goods” within the meaning
2 of 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

3 674. In connection with the purchase or lease of Class Vehicles, the Defendants
4 provided Plaintiffs and Illinois State Class members with written express warranties covering the
5 repair or replacement of components that are defective in materials or workmanship.

6 675. Defendants’ warranties formed the basis of the bargain that was reached when
7 Plaintiffs and Illinois State Class members unknowingly purchased or leased Class Vehicles that
8 came equipped with the SDM Calibration Defect.

9 676. However, Defendants knew or should have known that the warranties were false
10 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
11 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
12 were sold and leased to Plaintiffs and Illinois State Class members.

13 677. Plaintiffs and Illinois State Class members reasonably relied on the Defendants’
14 express warranties when purchasing or leasing their Class Vehicles.

15 678. Defendants knowingly breached their express warranties to repair defects in
16 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
17 Defendants also breached their express warranties by providing a product containing defects that
18 were never disclosed to Plaintiffs and Illinois State Class members.

19 679. Plaintiffs and Illinois State Class members have provided the Defendants with
20 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
21 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
22 NHTSA complaints and individual lawsuits, as detailed herein.

23 680. Alternatively, any opportunity to cure the breach is unnecessary and futile.

24 681. As a direct and proximate result of the Defendants’ breach of express warranties,
25 Plaintiffs and Illinois State Class members have been damaged in an amount to be proven at trial.
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**ILLINOIS COUNT III:
Breach of Implied Warranty of Merchantability
810 Ill. Comp. Stat. §§ 5/2-314 and 5/2A-212
(On Behalf of the Illinois State Class)**

682. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

683. Plaintiffs Angelica Mar, Delbert Dehne, and Randy Holdren (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Illinois State Class against all Defendants.

684. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and “sellers” of motor vehicles under § 5/2-103(1)(d).

685. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

686. The Class Vehicles are and were at all relevant times “goods” within the meaning of 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

687. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 810 Ill. Comp. Stat. §§ 28-2-314 and 28-12-212.

688. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

689. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

690. Alternatively, any opportunity to cure the breach is unnecessary and futile.

691. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Illinois State Class members have been damaged in an amount to be proven at trial.

11. Indiana

INDIANA COUNT I: Violations of the Indiana Deceptive Consumer Sales Act Ind. Code § 24-5-0.5-3 (On Behalf of the Indiana State Class)

692. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

693. Plaintiffs Warren Whitsey, David James, and Jerome Blatt (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Indiana State Class against all Defendants.

694. Defendants are "suppliers" within the meaning of Ind. Code § 24-5-0.5-2(a)(3).

695. Defendants, Plaintiffs, and the Indiana State Class members are "persons" within the meaning of Ind. Code § 24-5-0.5-2(a)(2).

696. Defendants were and are engaged in "consumer transactions" within the meaning of Ind. Code § 24-5-0.5-2(a)(1).

697. The Indiana Deceptive Consumer Sales Act ("Indiana DCSA") prohibits a supplier from committing an "unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction." Ind. Code § 24-5-0.5-3(a).

698. In the course of their business, Defendants violated the Indiana DCSA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

699. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce, as prohibited by Ind. Code § 24-5-0.5-3(a).

1 700. Defendants' unfair or deceptive acts or practices, including misrepresentations,
2 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
3 mislead and create a false impression in consumers, and were likely to and did in fact deceive
4 reasonable consumers, including Plaintiffs and Indiana State Class members, about the true safety
5 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
6 Vehicles.

7 701. Defendants' scheme and concealment of the SDM Calibration Defect and true
8 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
9 and Indiana State Class members, as the Defendants intended. Had they known the truth,
10 Plaintiffs and Indiana State Class members would not have purchased or leased the Class
11 Vehicles, or would have paid significantly less for them.

12 702. Plaintiffs and Indiana State Class members had no way of discerning that
13 Defendants' representations were false and misleading and/or otherwise learning the facts that
14 Defendants had concealed or failed to disclose. Plaintiffs and Indiana State Class members did
15 not, and could not, unravel Defendants' deception on their own.

16 703. Defendants had an ongoing duty to Plaintiffs and Indiana State Class members to
17 refrain from unfair or deceptive practices under the Indiana DCSA in the course of their business.
18 Specifically, Defendants owed Plaintiffs and Indiana State Class members a duty to disclose all
19 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
20 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and
21 Indiana State Class members, and/or they made misrepresentations that were misleading because
22 they were contradicted by withheld facts.

23 704. Plaintiffs and the Indiana State Class suffered ascertainable loss and actual
24 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
25 and failure to disclose material information.

26 705. Pursuant to Ind. Code § 24-5-0.5-4, the Indiana State Class seeks monetary relief
27 against Defendants measured as the greater of (a) actual damages in an amount to be determined
28

1 at trial and (b) statutory damages in the amount of \$500 for each Indiana State Class member,
 2 including treble damages up to \$1,000 for Defendants' willfully deceptive acts.

3 706. The Indiana State Class also seeks punitive damages based on the outrageousness
 4 and recklessness of the Defendants' conduct and Defendants' high net worth.

5 707. Pursuant to Ind. Code § 24-5-0.5-5(a), Plaintiffs sent notice letters to Defendants.
 6 The Indiana State Class seeks all damages and relief to which it is entitled.

7 **INDIANA COUNT II:**
 8 **Breach of Express Warranty**
 9 **Ind. Code §§ 26-1-3-313 and 26-1-2.1-210**
 10 **(On Behalf of the Indiana State Class)**

11 708. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
 12 fully set forth herein.

13 709. Plaintiffs Warren Whitsey, David James, and Jerome Blatt (for the purposes of this
 14 count, "Plaintiffs") bring this claim on behalf of themselves and the Indiana State Class against
 15 all Defendants.

16 710. Defendants are and were at all relevant times "merchant[s]" with respect to motor
 17 vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "sellers" of motor vehicles
 18 under § 26-1-2-103(1)(d).

19 711. With respect to leases, Defendants are and were at all relevant times "lessors" of
 20 motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

21 712. The Class Vehicles are and were at all relevant times "goods" within the meaning
 22 of Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

23 713. In connection with the purchase or lease of Class Vehicles, the Defendants
 24 provided Plaintiffs and Indiana State Class members with written express warranties covering the
 25 repair or replacement of components that are defective in materials or workmanship.

26 714. Defendants' warranties formed the basis of the bargain that was reached when
 27 Plaintiffs and Pennsylvania State Class members unknowingly purchased or leased Class
 28 Vehicles that came equipped with the SDM Calibration Defect.

717. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiffs and Indiana State Class members.

718. Plaintiffs and Indiana State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

720. As a direct and proximate result of the Defendants' breach of express warranties, the Plaintiffs and Indiana State Class members have been damaged in an amount to be proven at trial.

721. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

723. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and “sellers” of motor vehicles under § 26-1-2-103(1)(d).

1 724. With respect to leases, Defendants are and were at all relevant times “lessors” of
2 motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

3 725. The Class Vehicles are and were at all relevant times “goods” within the meaning
4 of Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

5 726. A warranty that the Class Vehicles were in merchantable condition and fit for the
6 ordinary purpose for which vehicles are used is implied by law pursuant to Ind. Code §§ 26-1-2-
7 314 and 26-1-2.1-212.

8 727. The Class Vehicles did not comply with the implied warranty of merchantability
9 because, at the time of sale and at all times thereafter, they were defective and not in
10 merchantable condition, would not pass without objection in the trade, and were not fit for the
11 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
12 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
13 accident, rendering the Class Vehicles inherently defective and dangerous.

14 728. Defendants were provided reasonable notice of these issues by way of a letter sent
15 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
16 lawsuits, as detailed herein.

17 729. Alternatively, any opportunity to cure the breach is unnecessary and futile.

18 730. As a direct and proximate result of Defendants’ breach of the implied warranty of
19 merchantability, Plaintiffs and Indiana State Class members have been damaged in an amount to
20 be proven at trial.

21 **12. Kansas**

22 **KANSAS COUNT I:**
23 **Violations of the Kansas Consumer Protection Act**
24 **Kan. Stat. Ann. § 50-623 *et seq.***
 (On Behalf of the Kansas State Class)

25 731. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

26 732. Plaintiff Kerry Batman (for the purposes of this count, “Plaintiff”) brings this
27 claim on behalf of himself and the Kansas State Class against all Defendants.
28

1 733. Each Defendant is a “supplier” under the Kansas Consumer Protection Act
2 (“Kansas CPA”), Kan. Stat. Ann. § 50-624(l).

3 734. Kansas State Class members are “consumers,” within the meaning of Kan. Stat.
4 Ann. § 50-624(b), who purchased or leased one or more Class Vehicles.

5 735. The sale of the Class Vehicles to the Kansas State Class members was a
6 “consumer transaction” within the meaning of Kan. Stat. Ann. § 50-624(c).

7 736. The Kansas CPA states “[n]o supplier shall engage in any deceptive act or practice
8 in connection with a consumer transaction,” Kan. Stat. Ann. § 50-626(a), and that deceptive acts
9 or practices include: (1) knowingly making representations or with reason to know that “(A)
10 Property or services have sponsorship, approval, accessories, characteristics, ingredients, uses,
11 benefits or quantities that they do not have;” and “(D) property or services are of particular
12 standard, quality, grade, style or model, if they are of another which differs materially from the
13 representation;” “(2) the willful use, in any oral or written representation, of exaggeration,
14 falsehood, innuendo or ambiguity as to a material fact;” and “(3) the willful failure to state a
15 material fact, or the willful concealment, suppression or omission of a material fact.” The Kansas
16 CPA also provides that “[n]o supplier shall engage in any unconscionable act or practice in
17 connection with a consumer transaction.” Kan. Stat. Ann. § 50-627(a).

18 737. In the course of their business, Defendants violated the Kansas CPA by knowingly
19 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts
20 regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

21 738. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
22 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
23 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
24 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
25 conduct of any trade or commerce, as prohibited by Kan. Stat. Ann. § 50-627(a).

26 739. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
27 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
28 mislead and create a false impression in consumers, and were likely to and did in fact deceive

1 reasonable consumers, including Plaintiff and Kansas State Class members, about the true safety
2 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
3 Vehicles.

4 740. Defendants' scheme and concealment of the SDM Calibration Defect and true
5 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
6 Kansas State Class members, as the Defendants intended. Had they known the truth, Plaintiff and
7 Kansas State Class members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 741. Plaintiff and Kansas State Class members had no way of discerning that
10 Defendants' representations were false and misleading and/or otherwise learning the facts that
11 Defendants had concealed or failed to disclose. Plaintiff and Kansas State Class members did not,
12 and could not, unravel Defendants' deception on their own.

13 742. Defendants had an ongoing duty to Plaintiff and Kansas State Class members to
14 refrain from unfair or deceptive practices under the Kansas CPA in the course of their business.
15 Specifically, Defendants owed Plaintiff and Kansas State Class members a duty to disclose all the
16 material facts concerning the SDM Calibration Defect in the Class Vehicles because they
17 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and Kansas
18 State Class members, and/or they made misrepresentations that were misleading because they
19 were contradicted by withheld facts.

20 743. Defendants' violations present a continuing risk to the Kansas State Class as well
21 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
22 public interest.

23 744. Members of the Kansas State Class suffered ascertainable loss and actual damages
24 as a direct and proximate result of Defendants' misrepresentations and concealment of and failure
25 to disclose material information. Defendants had an ongoing duty to all their customers to refrain
26 from unfair and deceptive practices under the Kansas CPA. All owners of Class Vehicles suffered
27 ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the
28 course of Defendants' business.

747. Plaintiff also seeks an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under Kan. Stat. Ann § 50-623, *et seq.*

748. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

750. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Kan. Stat. §§ 84-2-104(1) and 84-2A-103(3), and “sellers” of motor vehicles under § 84-2-103(1)(d).

752. The Class Vehicles are and were at all relevant times “goods” within the meaning of Kan. Stat. §§ 84-2-105(1) and 84-2A-103(1)(h).

754. Defendants' warranties formed the basis of the bargain that was reached when Plaintiff and Kansas State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

757. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiff and Kansas State Class members.

758. Plaintiff and Kansas State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

760. As a direct and proximate result of the Defendants' breach of express warranties, the Plaintiff and Kansas State Class members have been damaged in an amount to be proven at trial.

**KANSAS COUNT III:
Breach of Implied Warranty of Merchantability
Kan. Stat. §§ 84-2-314 and 84-2A-212
(On Behalf of the Kansas State Class)**

762. Plaintiff Kerry Batman (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Kansas State Class against all Defendants.

763. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Kan. Stat. §§ 84-2-104(1) and 84-2A-103(3), and “sellers” of motor vehicles under § 84-2-103(1)(d).

764. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Kan. Stat. § 84-2A-103(1)(p).

765. The Class Vehicles are and were at all relevant times “goods” within the meaning of Kan. Stat. §§ 84-2-105(1) and 84-2A-103(1)(h).

766. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Kan. Stat. §§ 84-2-314 and 84-2A-212.

767. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

768. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

769. Alternatively, any opportunity to cure the breach is unnecessary and futile.

770. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Kansas State Class members have been damaged in an amount to be proven at trial.

13. Louisiana

**LOUISIANA COUNT I:
Violations of the Louisiana Unfair Trade Practices and
Consumer Protection Law
La. Stat. Ann. § 51:1401, *et seq.*
(On Behalf of the Louisiana State Class)**

771. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1 772. Plaintiff Allan Martin (for the purposes of this count, “Plaintiff”) brings this claim
2 on behalf of himself and the Louisiana State Class against all Defendants.

3 773. Defendants, Plaintiff, and the Louisiana State Class are “persons” within the
4 meaning of the La. Rev. Stat. § 51:1402(8)

5 774. Plaintiff and Louisiana State Class members are “consumers” within the meaning
6 of La. Rev. Stat. § 51:1402(1).

7 775. Defendants engaged in “trade” or “commerce” within the meaning of La. Rev.
8 Stat. § 51:1402(10).

9 776. The Louisiana Unfair Trade Practices and Consumer Protection Law (“Louisiana
10 CPL”) makes unlawful “deceptive acts or practices in the conduct of any trade or commerce.” La.
11 Rev. Stat. § 51:1405(A). Defendants participated in misleading, false, or deceptive acts that
12 violated the Louisiana CPL.

13 777. In the course of their business, Defendants violated the Louisiana CPL by
14 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
15 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
16 above.

17 778. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
18 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
19 Vehicles and/or the SDM Calibration Defect, Defendants engaged in one or more unfair or
20 deceptive business practices prohibited by La. Rev. Stat. § 51:1405(A).

21 779. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
22 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
23 mislead and create a false impression in consumers, and were likely to and did in fact deceive
24 reasonable consumers, including Plaintiff and Louisiana State Class members, about the true
25 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
26 Class Vehicles.

27 780. Defendants’ scheme and concealment of the SDM Calibration Defect in the Class
28 Vehicles were material to Plaintiff and Louisiana State Class members, as Defendants intended.

1 Had they known the truth, Plaintiff and Louisiana State Class members would not have purchased
2 or leased the Class Vehicles, or would have paid significantly less for them.

3 781. Plaintiff and Louisiana State Class members had no way of discerning that the
4 Defendants' representations were false and misleading and/or otherwise learning the facts that the
5 Defendants had concealed or failed to disclose. Plaintiff and Louisiana State Class members did
6 not, and could not, unravel the Defendants' deception on their own.

7 782. Defendants had an ongoing duty to Plaintiff and Louisiana State Class members to
8 refrain from unfair or deceptive practices under the Louisiana CPL in the course of their business.
9 Specifically, Defendants owed Plaintiff and Louisiana State Class members a duty to disclose all
10 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
11 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and
12 Louisiana State Class members, and/or they made misrepresentations that were misleading
13 because they were contradicted by withheld facts.

14 783. Defendants' violations present a continuing risk to Plaintiff and Louisiana State
15 Class members, as well as to the general public. Defendants' unlawful acts and practices
16 complained of herein affect the public interest.

17 784. Plaintiff and the Louisiana State Class suffered ascertainable loss and actual
18 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
19 and failure to disclose material information.

20 785. Pursuant to La. Rev. Stat. § 51:1409, Plaintiff and the Louisiana State Class seek
21 to recover actual damages in an amount to be determined at trial; treble damages for Defendants'
22 knowing violations of the Louisiana CPL; an order enjoining Defendants' unfair, unlawful, and/or
23 deceptive practices; declaratory relief; attorneys' fees; and any other just and proper relief
24 available under La. Rev. Stat. § 51:1409.

**LOUISIANA COUNT II:
Breach of Implied Warranty of Merchantability/
Warranty Against Redhibitory Defects
La. Civ. Code Art. 2520, 2524
(On Behalf of the Louisiana State Class)**

786. Plaintiffs incorporate by reference all allegations in this Complaint as though fully set forth herein.

787. Plaintiff Allan Martin (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Louisiana State Class against all Defendants.

788. Defendants are and were at all relevant times merchants with respect to motor vehicles.

789. A warranty that the Class Vehicles were in merchantable condition is implied by law in the instant transactions.

790. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

791. Defendants were provided reasonable notice of these issues by way of a letter sent on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

792. Alternatively, any opportunity to cure the breach is unnecessary and futile.

793. As a direct and proximate result of Defendants’ breach of the warranty of merchantability, Plaintiff and Louisiana State Class members have been damaged in an amount to be proven at trial.

1 **14. Maryland**

2 **MARYLAND COUNT I:**
3 **Violations of the Maryland Consumer Protection Act**
4 **Md. Code Com. Law § 13-101 *et seq.***
5 **(On Behalf of the Maryland State Class)**

6 794. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

7 795. Plaintiff Richard Baker (for the purposes of this count, “Plaintiff”) brings this
8 claim on behalf of himself and the Maryland State Class against all Defendants.

9 796. Defendants and the Maryland State Class are “persons” within the meaning of Md.
10 Code Com. Law § 13-101(h).

11 797. The Maryland Consumer Protection Act (“Maryland CPA”) provides that a person
12 may not engage in any unfair or deceptive trade practice in the sale of any consumer good. Md.
13 Code Com. Law § 13-303. Defendants participated in misleading, false, or deceptive acts that
14 violated the Maryland CPA.

15 798. In the course of their business, Defendants violated the Maryland CPA by
16 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
17 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
18 above.

19 799. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
20 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
21 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
22 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
23 conduct of any trade or commerce, as prohibited by Md. Code Com. Law § 13-303.

24 800. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
25 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
26 mislead and create a false impression in consumers, and were likely to and did in fact deceive
27 reasonable consumers, including Plaintiff and Maryland State Class members, about the true
28 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
29 Class Vehicles.

1 801. Defendants' scheme and concealment of the SDM Calibration Defect and true
2 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
3 Maryland State Class members, as the Defendants intended. Had they known the truth, Plaintiff
4 and Maryland State Class members would not have purchased or leased the Class Vehicles, or
5 would have paid significantly less for them.

6 802. Plaintiff and Maryland State Class members had no way of discerning that
7 Defendants' representations were false and misleading and/or otherwise learning the facts that
8 Defendants had concealed or failed to disclose. Plaintiff and Maryland State Class members did
9 not, and could not, unravel Defendants' deception on their own.

10 803. Defendants had an ongoing duty to Plaintiff and Maryland State Class members to
11 refrain from unfair or deceptive practices under the Maryland CPA in the course of their business.
12 Specifically, Defendants owed Plaintiff and Maryland State Class members a duty to disclose all
13 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
14 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and
15 Maryland State Class members, and/or they made misrepresentations that were misleading
16 because they were contradicted by withheld facts.

17 804. Defendants' violations present a continuing risk to the Maryland State Class as
18 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
19 the public interest.

20 805. The Maryland State Class suffered ascertainable loss and actual damages as a
21 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
22 disclose material information. Defendants had an ongoing duty to all their customers to refrain
23 from unfair and deceptive practices under the Maryland CPA. All owners and lessees of Class
24 Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
25 practices made in the course of Defendants' business.

26 806. As a direct and proximate result of Defendants' violations of the Maryland CPA,
27 the Maryland State Class has suffered injury-in-fact and/or actual damage.
28

1 807. Pursuant to Md. Code Com. Law § 13-408, the Maryland State Class seeks actual
2 damages, attorneys' fees, and any other just and proper relief available under the Maryland CPA.

3 **MARYLAND COUNT II:**
4 **Maryland Lemon Law**
5 **Md. Code Com. Law § 14-1501 *et seq.***
6 **(On Behalf of the Maryland State Class)**

7 808. Plaintiffs incorporate by reference all allegations in this Complaint as though fully
8 set forth.

9 809. Plaintiff Richard Baker (for the purposes of this count, "Plaintiff") brings this
10 claim on behalf of himself and the Maryland State Class against all Defendants.

11 810. Plaintiff and the Maryland State Class own or lease "motor vehicles" within the
12 meaning of Md. Code, Com. Law § 14-1501(f), because these vehicles were registered in the state
13 and fall within the categories of vehicles manufactured, assembled, or distributed by Defendants.
14 These vehicles are not auto homes.

15 811. Defendants are "manufacturer[s]" of the Class Vehicles within the meaning of Md.
16 Code, Com. Law § 14-1501(d).

17 812. The Maryland State Class members are "consumers" within the meaning of Md.
18 Code Com. Law § 14-1501(b) because they: purchased the Class Vehicles, were transferred the
19 Class Vehicles during the warranty period, or are otherwise entitled to the attendant terms of
20 warranty.

21 813. The Class Vehicles did not conform to their "warranties" under Md. Code Com.
22 Law § 14-1501(g) during the warranty period because they contained the SDM Calibration Defect
23 and were therefore not fit for the ordinary purpose for which vehicles are used.

24 814. Defendants had actual knowledge of the SDM Calibration Defect during the
25 "warranty period" within the meaning of Md. Code, Com. Law § 14-1501(e). But the Defect
26 continued to exist throughout this term, as it has not been fixed. Plaintiff and Maryland State
27 Class members are excused from notifying Defendants of the Defect because they were already
28 fully aware of the problem and any repair attempt is futile.

**MARYLAND COUNT III:
Breach of Express Warranty
Md. Code Com. Law §§ 2-313 and 2a-210
(On Behalf of the Maryland State Class)**

818. Plaintiff Richard Baker (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Maryland State Class against all Defendants.

820. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Md. Code Com. Law § 2A-103(1)(p).

822. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiff and Maryland State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

823. Defendants' warranties formed the basis of the bargain that was reached when Plaintiff and Maryland State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

824. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiff and Maryland State Class members.

825. Plaintiff and Maryland State Class members reasonably relied on the Defendants' express warranties when purchasing or leasing their Class Vehicles.

826. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiff and Maryland State Class members.

827. Plaintiff and Maryland State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

828. Alternatively, any opportunity to cure the breach is unnecessary and futile.

829. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiff and Maryland State Class members have been damaged in an amount to be proven at trial.

**MARYLAND COUNT IV:
Breach of Implied Warranty of Merchantability
Md. Code Com. Law §§ 2-314 and 2a-212
(On Behalf of the Maryland State Class)**

830. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

831. Plaintiff Richard Baker (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Maryland State Class against all Defendants.

832. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Md. Code Com. Law § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

833. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Md. Code Com. Law § 2A-103(1)(p).

834. The Class Vehicles are and were at all relevant times “goods” within the meaning of Md. Code Com. Law §§ 2-105(1) and 2a-103(1)(h).

835. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Md. Code Com. Law §§ 2-314, and 2a-212.

836. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

837. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

838. Alternatively, any opportunity to cure the breach is unnecessary and futile.

839. As a direct and proximate result of Defendants’ breach of the implied warranty of merchantability, Plaintiff and Maryland State Class members have been damaged in an amount to be proven at trial.

15. Michigan

MICHIGAN COUNT I: Violations of the Michigan Consumer Protection Act Mich. Comp. Laws § 445.903, *et seq.* (On Behalf of the Michigan State Class)

840. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1 841. Plaintiffs Alisha Gonzalez, Rachel Bailey, Carl Wurmlinger, George Bayer,
2 Zeckery Henslee, and Judy Haviland (for the purposes of this count, “Plaintiffs”) bring this claim
3 on behalf of themselves and the Michigan State Class against all Defendants.

4 842. Plaintiffs and Michigan State Class members are “person[s]” within the meaning
5 of the Mich. Comp. Laws § 445.902(1)(d).

6 843. Defendants are “person[s]” engaged in “trade or commerce” within the meaning of
7 the Mich. Comp. Laws § 445.902(1)(d) and (g).

8 844. The Michigan Consumer Protection Act (“Michigan CPA”) prohibits “[u]nfair,
9 unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce . . .
10 .” Mich. Comp. Laws § 445.903(1).

11 845. In the course of their business, Defendants violated the Michigan CPA by
12 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
13 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
14 above.

15 846. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
16 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
17 Vehicles and/or the SDM Calibration Defect, Defendants engaged in one or more of the following
18 unfair or deceptive business practices prohibited by Mich. Comp. Laws § 445.903:

19 a. Representing that the Class Vehicles have characteristics, uses, benefits,
20 and qualities which they do not have;

21 b. Representing that the Class Vehicles are of a particular standard, quality,
22 and grade when they are not;

23 c. Advertising the Class Vehicles with the intent not to sell or lease them as
24 advertised;

25 d. Failing to reveal the defective SDM calibration, which could not
26 reasonably be known by the consumer;

27 e. Making a representation of fact or statement of fact regarding the safety of
28 the Class Vehicles, which is material to the lease or purchase of the Class Vehicles, such that

1 consumers reasonably believe the represented or suggested state of affairs to be other than it
2 actually is; and

3 f. Failing to reveal the SDM Calibration Defect in light of representations of
4 fact regarding the safety of the Class Vehicles made in a positive manner.

5 Mich. Comp. Laws §§ 445.903(1)(c), (e), (g), (s), (bb), and (cc).

6 847. Defendants' unfair or deceptive acts or practices, including misrepresentations,
7 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
8 mislead and create a false impression in consumers, and were likely to and did in fact deceive
9 reasonable consumers, including Plaintiffs and Michigan State Class members, about the true
10 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
11 Class Vehicles.

12 848. Defendants' scheme and concealment of the SDM Calibration Defect in the Class
13 Vehicles were material to Plaintiffs and Michigan State Class members, as Defendants intended.
14 Had they known the truth, Plaintiffs and Michigan State Class members would not have
15 purchased or leased the Class Vehicles, or would have paid significantly less for them.

16 849. Plaintiffs and Michigan State Class members had no way of discerning that the
17 Defendants' representations were false and misleading and/or otherwise learning the facts that the
18 Defendants had concealed or failed to disclose. Plaintiffs and Michigan State Class members did
19 not, and could not, unravel the Defendants' deception on their own.

20 850. Defendants had an ongoing duty to Plaintiffs and Michigan State Class members
21 to refrain from unfair or deceptive practices under the Michigan CPA in the course of their
22 business. Specifically, Defendants owed Plaintiffs and Michigan State Class members a duty to
23 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
24 because they possessed exclusive knowledge, they intentionally concealed the defect from
25 Plaintiffs and Michigan State Class members, and/or they made misrepresentations that were
26 misleading because they were contradicted by withheld facts.

853. Plaintiffs and the Michigan State Class seek injunctive relief to enjoin Defendants from continuing its unfair and deceptive acts; monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial, and (b) statutory damages in the amount of \$250 for each Michigan State Class member; reasonable attorneys' fees; and any other just and proper relief available under Mich. Comp. Laws § 445.911.

854. Plaintiffs and the Michigan State Class also seeks punitive damages against Defendants because they carried out despicable conduct with willful and conscious disregard of the rights of others. Defendants intentionally and willfully misrepresented the reliability and safety of the Class Vehicles and concealed material facts that only they knew—all to avoid the expense and public relations nightmare of correcting a flaw in the Class Vehicles. Defendants' unlawful conduct constitutes oppression and fraud warranting punitive damages.

**MICHIGAN COUNT II:
Breach of Express Warranty
Mich. Comp. Law §§ 440.2313 and 440.2860
(On Behalf of the Michigan State Class)**

855. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

856. Plaintiffs Alisha Gonzalez, Rachel Bailey, Carl Wurmlinger, George Bayer, Zeckery Henslee, and Judy Haviland (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Michigan State Class against all Defendants.

857. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Mich. Comp. Laws § 440.2104(1) and “sellers” of motor vehicles under § 440.2103(1)(d).

1 858. With respect to leases, Defendants are and were at all relevant times “lessors” of
2 motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

3 859. The Class Vehicles are and were at all relevant times “goods” within the meaning
4 of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

5 860. All Michigan State Class members who purchased Class Vehicles in Michigan are
6 “buyers” within the meaning of Mich. Comp. Laws § 440.2103(1)(a).

7 861. All Michigan State Class members who leased Class Vehicles in Michigan are
8 “lessees” within the meaning of Mich. Comp. Laws § 440.2803(1)(n).

9 862. In connection with the purchase or lease of Class Vehicles, Defendants provided
10 Plaintiffs and Michigan State Class members with written express warranties covering the repair
11 or replacement of components that are defective in materials or workmanship.

12 863. Defendants’ warranties formed the basis of the bargain that was reached when
13 Plaintiffs and Michigan State Class members unknowingly purchased or leased Class Vehicles
14 that came equipped with the SDM Calibration Defect.

15 864. However, Defendants knew or should have known that the warranties were false
16 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
17 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
18 were sold and leased to Plaintiffs and Michigan State Class members.

19 865. Plaintiffs and Michigan State Class members reasonably relied on the Defendants’
20 express warranties when purchasing or leasing their Class Vehicles.

21 866. Defendants knowingly breached their express warranties to repair defects in
22 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
23 Defendants also breached their express warranties by providing a product containing defects that
24 were never disclosed to Plaintiffs and Michigan State Class members.

25 867. Plaintiffs and Michigan State Class members have provided the Defendants with
26 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
27 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
28 NHTSA complaints and individual lawsuits, as detailed herein.

1 868. Alternatively, any opportunity to cure the breach is unnecessary and futile.

2 869. As a direct and proximate result of the Defendants' breach of express warranties,
3 Plaintiffs and Michigan State Class members have been damaged in an amount to be proven at
4 trial.

5 **MICHIGAN COUNT III:**
6 **Breach of Implied Warranty of Merchantability**
7 **Mich. Comp. Laws §§ 440.2314 and 440.2860**
8 **(On Behalf of the Michigan State Class)**

8 870. Plaintiffs reallege and incorporate by reference all preceding allegations as though
9 fully set forth herein.

10 871. Plaintiffs Alisha Gonzalez, Rachel Bailey, Carl Wurmlinger, George Bayer,
11 Zeckery Henslee, and Judy Haviland (for the purposes of this count, "Plaintiffs") bring this claim
12 on behalf of themselves and the Michigan State Class against all Defendants.

13 872. Defendants are and were at all relevant times "merchant[s]" with respect to motor
14 vehicles under Mich. Comp. Laws § 440.2104(1) and "sellers" of motor vehicles under
15 § 440.2103(1)(d).

16 873. With respect to leases, Defendants are and were at all relevant times "lessors" of
17 motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

18 874. All Michigan State Class members who purchased Class Vehicles in Michigan are
19 "buyers" within the meaning of Mich. Comp. Laws § 440.2103(1)(a).

20 875. All Michigan State Class members who leased Class Vehicles in Michigan are
21 "lessees" within the meaning of Mich. Comp. Laws § 440.2803(1)(n).

22 876. The Class Vehicles are and were at all relevant times "goods" within the meaning
23 of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

24 877. A warranty that the Class Vehicles were in merchantable condition and fit for the
25 ordinary purpose for which vehicles are used is implied by law pursuant to Mich. Comp. Laws
26 §§ 440.2314 and 440.2862.

27 878. The Class Vehicles did not comply with the implied warranty of merchantability
28 because, at the time of sale and at all times thereafter, they were defective and not in

1 merchantable condition, would not pass without objection in the trade, and were not fit for the
 2 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
 3 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
 4 accident, rendering the Class Vehicles inherently defective and dangerous.

5 879. Defendants were provided reasonable notice of these issues by way of a letter sent
 6 by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
 7 NHTSA complaints and individual lawsuits, as detailed herein.

8 880. Alternatively, any opportunity to cure the breach is unnecessary and futile.

9 881. As a direct and proximate result of Defendants' breach of the implied warranty of
 10 merchantability, Plaintiffs and Michigan State Class members have been damaged in an amount
 11 to be proven at trial.

12 **16. Minnesota**

13 **MINNESOTA COUNT I:** 14 **Violations of the Minnesota Prevention of Consumer Fraud Act** 15 **Minn. Stat. § 325F.68 *et seq.*** **(On Behalf of the Minnesota State Class)**

16 882. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

17 883. Plaintiff Kimberly Hickle (for the purposes of this count, "Plaintiff") brings this
 18 claim on behalf of herself and the Minnesota State Class against all Defendants.

19 884. The Class Vehicles constitute "merchandise" within the meaning of Minn. Stat.
 20 § 325F.68(2).

21 885. The Minnesota Prevention of Consumer Fraud Act ("Minnesota CFA") prohibits
 22 "[t]he act, use, or employment by any person of any fraud, false pretense, false promise,
 23 misrepresentation, misleading statement or deceptive practice, with the intent that others rely
 24 thereon in connection with the sale of any merchandise, whether or not any person has in fact
 25 been misled, deceived, or damaged thereby" Minn. Stat. § 325F.69(1). Defendants
 26 participated in misleading, false, or deceptive acts that violated the Minnesota CFA.

27 886. In the course of their business, Defendants violated the Minnesota CFA by
 28 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose

1 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
2 above.

3 887. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
4 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
5 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
6 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
7 conduct of any trade or commerce, as prohibited by Minn. Stat. § 325F.69(1).

8 888. Defendants' unfair or deceptive acts or practices, including misrepresentations,
9 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
10 mislead and create a false impression in consumers, and were likely to and did in fact deceive
11 reasonable consumers, including Plaintiff and Minnesota State Class members, about the true
12 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
13 Class Vehicles.

14 889. Defendants' scheme and concealment of the SDM Calibration Defect and true
15 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
16 Minnesota State Class members, as the Defendants intended. Had they known the truth, Plaintiff
17 and Minnesota State Class members would not have purchased or leased the Class Vehicles, or
18 would have paid significantly less for them.

19 890. Plaintiff and Minnesota State Class members had no way of discerning that
20 Defendants' representations were false and misleading and/or otherwise learning the facts that
21 Defendants had concealed or failed to disclose. Plaintiff and Minnesota State Class members did
22 not, and could not, unravel Defendants' deception on their own.

23 891. Defendants had an ongoing duty to Plaintiff and Minnesota State Class members
24 to refrain from unfair or deceptive practices under the Minnesota CFA in the course of their
25 business. Specifically, Defendants owed Plaintiff and Minnesota State Class members a duty to
26 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
27 because they possessed exclusive knowledge, they intentionally concealed the defect from
28

1 Plaintiff and Minnesota State Class members, and/or they made misrepresentations that were
2 misleading because they were contradicted by withheld facts.

3 892. Defendants' violations present a continuing risk to the Minnesota State Class as
4 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
5 the public interest.

6 893. Minnesota State Class members suffered ascertainable loss and actual damages as
7 a direct and proximate result of Defendants' misrepresentations and concealment of and failure to
8 disclose material information. Defendants had an ongoing duty to all their customers to refrain
9 from unfair and deceptive practices under the Minnesota CFA. All owners of Class Vehicles
10 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
11 in the course of Defendants' business.

12 894. As a direct and proximate result of Defendants' violations of the Minnesota CFA,
13 Minnesota State Class members have suffered injury-in-fact and/or actual damage.

14 895. Pursuant to Minn. Stat. § 8.31(3a), Minnesota State Class members seek actual
15 damages, attorneys' fees, and any other just and proper relief available under the Minnesota CFA.

16 896. Minnesota State Class members also seek punitive damages under Minn. Stat.
17 § 549.20(1)(a) given the clear and convincing evidence that Defendants' acts show deliberate
18 disregard for the rights of others.

19 **MINNESOTA COUNT II:**
20 **Violations of the Minnesota Uniform Deceptive Trade Practices Act**
21 **Minn. Stat. § 325D.43-48 *et seq.***
(On Behalf of the Minnesota State Class)

22 897. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

23 898. Plaintiff Kimberly Hickie (for the purposes of this count, "Plaintiff") brings this
24 claim on behalf of herself and the Minnesota State Class against all Defendants.

25 899. The Minnesota Deceptive Trade Practices Act ("Minnesota DTPA") prohibits
26 deceptive trade practices, which occur when a person "(5) represents that goods or services have
27 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not
28 have or that a person has a sponsorship, approval, status, affiliation, or connection that the person

1 does not have;” “(7) represents that goods or services are of a particular standard, quality, or
 2 grade, or that goods are of a particular style or model, if they are of another;” and “(9) advertises
 3 goods or services with intent not to sell them as advertised.” Minn. Stat. § 325D.44. In the course
 4 of the Defendants’ business, it engaged in deceptive practices by representing that Class Vehicles
 5 have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do
 6 not have; representing that Class Vehicles are of a particular standard, quality, or grade, or that
 7 goods are of a particular style or model, if they are of another; and advertising Class Vehicles
 8 with intent not to sell them as advertised. Defendants participated in misleading, false, or
 9 deceptive acts that violated the Minnesota DTPA.

10 900. Defendants’ actions as set forth herein occurred in the conduct of trade or
 11 commerce.

12 901. In the course of their business, Defendants violated the Minnesota DTPA by
 13 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
 14 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
 15 above.

16 902. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
 17 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
 18 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
 19 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
 20 conduct of any trade or commerce, as prohibited by Minn. Stat. § 325D.44.

21 903. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
 22 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
 23 mislead and create a false impression in consumers, and were likely to and did in fact deceive
 24 reasonable consumers, including Plaintiff and Minnesota State Class members, about the true
 25 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
 26 Class Vehicles.

27 904. Defendants’ scheme and concealment of the SDM Calibration Defect and true
 28 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and

1 Minnesota State Class members, as the Defendants intended. Had they known the truth, Plaintiff
2 and Minnesota State Class members would not have purchased or leased the Class Vehicles, or
3 would have paid significantly less for them.

4 905. Plaintiff and Minnesota State Class members had no way of discerning that
5 Defendants' representations were false and misleading and/or otherwise learning the facts that
6 Defendants had concealed or failed to disclose. Plaintiff and Minnesota State Class members did
7 not, and could not, unravel Defendants' deception on their own.

8 906. Defendants had an ongoing duty to Plaintiff and Minnesota State Class members
9 to refrain from unfair or deceptive practices under the Minnesota DTPA in the course of their
10 business. Specifically, Defendants owed Plaintiff and Minnesota State Class members a duty to
11 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
12 because they possessed exclusive knowledge, they intentionally concealed the defect from
13 Plaintiff and Minnesota State Class members, and/or they made misrepresentations that were
14 misleading because they were contradicted by withheld facts.

15 907. Defendants' violations present a continuing risk to the Minnesota State Class as
16 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
17 the public interest.

18 908. Minnesota State Class members suffered ascertainable loss and actual damages as
19 a direct and proximate result of Defendants' misrepresentations and concealment of and failure to
20 disclose material information. Defendants had an ongoing duty to all their customers to refrain
21 from unfair and deceptive practices under the Minnesota DTPA. All owners of Class Vehicles
22 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
23 in the course of Defendants' business.

24 909. As a direct and proximate result of Defendants' violations of the Minnesota
25 DTPA, Minnesota State Class members have suffered injury-in-fact and/or actual damage.

26 910. Pursuant Minn. Stat. §§ 8.31(3a) and 325D.45, the Minnesota State Class seeks
27 actual damages, attorneys' fees, and any other just and proper relief available under the
28 Minnesota DTPA.

**MINNESOTA COUNT III:
Breach of Express Warranty
Minn. Stat. §§ 336.2-313 and 336.2A-210
(On Behalf of the Minnesota State Class)**

911. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

912. Plaintiff Kimberly Hickle (for the purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Minnesota State Class against all Defendants.

913. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Minn. Stat. § 336.2-104(1) and “sellers” of motor vehicles under § 336.2-103(1)(d).

914. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

915. The Class Vehicles are and were at all relevant times “goods” within the meaning of Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

916. In connection with the purchase or lease of Class Vehicles, Defendants provided Plaintiff and Minnesota State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

917. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiff and Minnesota State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

918. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiff and Minnesota State Class members.

919. Plaintiff and Minnesota State Class members reasonably relied on the Defendants’ express warranties when purchasing or leasing their Class Vehicles.

920. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.

Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiff and Minnesota State Class members.

921. Plaintiff and Minnesota State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

922. Alternatively, any opportunity to cure the breach is unnecessary and futile.

923. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiff and Minnesota State Class members have been damaged in an amount to be proven at trial.

**MINNESOTA COUNT IV:
Breach of Implied Warranty of Merchantability
Minn. Stat. §§ 336.2-314 and 336.2A-212
(On Behalf of the Minnesota State Class)**

924. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

925. Plaintiff Kimberly Hickie (for the purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Minnesota State Class against all Defendants.

926. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Minn. Stat. § 336.2-104(1) and "sellers" of motor vehicles under § 336.2-103(1)(d).

927. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

928. The Class Vehicles are and were at all relevant times "goods" within the meaning of Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

929. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Minn. Stat. §§ 336.2-314 and 336.2A-212.

930. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

931. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

932. Alternatively, any opportunity to cure the breach is unnecessary and futile.

933. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Minnesota State Class members have been damaged in an amount to be proven at trial.

17. Mississippi

MISSISSIPPI COUNT I: Violations of Mississippi Consumer Protection Act Miss. Code. Ann. § 75-24-1, *et seq.* (On Behalf of the Mississippi State Class)

934. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

935. Plaintiffs Denise Wilson, Allan Miles, and Harryette Gosa (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Mississippi State Class against all Defendants.

936. The Mississippi Consumer Protection Act ("Mississippi CPA") prohibits "unfair or deceptive trade practices in or affecting commerce." Miss. Code. Ann. § 75-24-5(1). Unfair or deceptive practices include, but are not limited to, "(e) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;" "(g) Representing that goods or services are of a particular standard, quality, or grade,

1 or that goods are of a particular style or model, if they are of another;” and “(i) Advertising goods
2 or services with intent not to sell them as advertised.” Miss. Code. Ann. § 75-24-5.

3 937. Defendants participated in deceptive trade practices that violated the Mississippi
4 CPA as described herein, including representing that Class Vehicles have characteristics, uses,
5 benefits, and qualities which they do not have; representing that Class Vehicles are of a particular
6 standard and quality when they are not; and advertising Class Vehicles with the intent not to sell
7 them as advertised.

8 938. In the course of their business, Defendants violated the Mississippi CPA by
9 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
10 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
11 above.

12 939. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
13 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
14 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
15 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
16 conduct of any trade or commerce, as prohibited by Miss. Code. Ann. § 75-24-5.

17 940. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
18 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
19 mislead and create a false impression in consumers, and were likely to and did in fact deceive
20 reasonable consumers, including Plaintiffs and Mississippi State Class members, about the true
21 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
22 Class Vehicles.

23 941. Defendants’ scheme and concealment of the SDM Calibration Defect and true
24 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
25 and Mississippi State Class members, as the Defendants intended. Had they known the truth,
26 Plaintiffs and Mississippi State Class members would not have purchased or leased the Class
27 Vehicles, or would have paid significantly less for them.
28

1 942. Plaintiffs and Mississippi State Class members had no way of discerning that
2 Defendants' representations were false and misleading and/or otherwise learning the facts that
3 Defendants had concealed or failed to disclose. Plaintiffs and Mississippi State Class members
4 did not, and could not, unravel Defendants' deception on their own.

5 943. Defendants had an ongoing duty to Plaintiffs and Mississippi State Class members
6 to refrain from unfair or deceptive practices under the Mississippi CPA in the course of their
7 business. Specifically, Defendants owed Plaintiffs and Mississippi State Class members a duty to
8 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
9 because they possessed exclusive knowledge, they intentionally concealed the defect from
10 Plaintiffs and Mississippi State Class members, and/or they made misrepresentations that were
11 misleading because they were contradicted by withheld facts.

12 944. Defendants' violations present a continuing risk to Plaintiffs and Mississippi State
13 Class members, as well as to the general public. Defendants' unlawful acts and practices
14 complained of herein affect the public interest.

15 945. Mississippi State Class members suffered ascertainable loss and actual damages as
16 a direct and proximate result of Defendants' misrepresentations and concealment of and failure to
17 disclose material information. Defendants had an ongoing duty to all their customers to refrain
18 from unfair and deceptive practices under the Mississippi CPA. All owners of Class Vehicles
19 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
20 in the course of Defendants' business.

21 946. As a direct and proximate result of Defendants' violations of the Mississippi CPA,
22 Mississippi State Class members have suffered injury-in-fact and/or actual damage.

23 947. Plaintiffs' seek actual damages in an amount to be determined at trial any other
24 just and proper relief available under the Mississippi CPA.

**MISSISSIPPI COUNT II:
Breach of Express Warranty
Miss. Code §§ 75-2-313 and 75-2A-210
(On Behalf of the Mississippi State Class)**

948. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

949. Plaintiffs Denise Wilson, Allan Miles, and Harryette Gosa (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Mississippi State Class against all Defendants.

950. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Miss. Code § 75-2-104(1) and “sellers” of motor vehicles under § 75-2-103(1)(d).

951. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Miss. Code § 75-2A-103(1)(p).

952. The Class Vehicles are and were at all relevant times “goods” within the meaning of Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

953. In connection with the purchase or lease of Class Vehicles, Defendants provided Plaintiffs and Mississippi State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

954. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiffs and Mississippi State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

955. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiffs and Mississippi State Class members.

956. Plaintiffs and Mississippi State Class members reasonably relied on the Defendants’ express warranties when purchasing or leasing their Class Vehicles.

959. Alternatively, any opportunity to cure the breach is unnecessary and futile.

**MISSISSIPPI COUNT III:
Breach of Implied Warranty of Merchantability
Miss. Code §§ 75-2-314 and 75-2A-212
(On Behalf of the Mississippi State Class)**

962. Plaintiffs Denise Wilson, Allan Miles, and Harryette Gosa (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Mississippi State Class against all Defendants.

964. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Miss. Code § 75-2A-103(1)(p).

965. The Class Vehicles are and were at all relevant times “goods” within the meaning of Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

1 966. A warranty that the Class Vehicles were in merchantable condition and fit for the
2 ordinary purpose for which vehicles are used is implied by law pursuant to Miss. Code §§ 75-2-
3 314 and 75-2A-212.

4 967. The Class Vehicles did not comply with the implied warranty of merchantability
5 because, at the time of sale and at all times thereafter, they were defective and not in
6 merchantable condition, would not pass without objection in the trade, and were not fit for the
7 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
8 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
9 accident, rendering the Class Vehicles inherently defective and dangerous.

10 968. Defendants were provided reasonable notice of these issues by way of a letter sent
11 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
12 lawsuits, as detailed herein.

13 969. Alternatively, any opportunity to cure the breach is unnecessary and futile.

14 970. As a direct and proximate result of Defendants' breach of the implied warranty of
15 merchantability, Plaintiffs and Mississippi State Class members have been damaged in an amount
16 to be proven at trial.

17 **18. Missouri**

18 **MISSOURI COUNT I:**
19 **Violations of the Missouri Merchandising Practices Act**
20 **Mo. Rev. Stat. § 407.010 *et seq.***
 (On Behalf of the Missouri State Class)

21 971. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

22 972. Plaintiff Dolly Price (for the purposes of this count, "Plaintiff") brings this claim
23 on behalf of herself and the Missouri State Class against all Defendants.

24 973. Defendants, Plaintiff, and the Missouri State Class are "persons" within the
25 meaning of Mo. Rev. Stat. § 407.010(5).

26 974. Defendants engaged in "trade" or "commerce" in the State of Missouri within the
27 meaning of Mo. Rev. Stat. § 407.010(7).
28

1 975. The Missouri Merchandising Practices Act (“Missouri MPA”) makes unlawful the
2 “act, use or employment by any person of any deception, fraud, false pretense, misrepresentation,
3 unfair practice, or the concealment, suppression, or omission of any material fact in connection
4 with the sale or advertisement of any merchandise.” Mo. Rev. Stat. § 407.020.

5 976. In the course of their business, Defendants violated the Missouri MPA by
6 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
7 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
8 above.

9 977. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
10 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
11 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
12 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
13 conduct of any trade or commerce, as prohibited by Mo. Rev. Stat. § 407.020.

14 978. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
15 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
16 mislead and create a false impression in consumers, and were likely to and did in fact deceive
17 reasonable consumers, including Plaintiff and Missouri State Class members, about the true
18 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
19 Class Vehicles.

20 979. Defendants’ scheme and concealment of the SDM Calibration Defect and true
21 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
22 Missouri State Class members, as the Defendants intended. Had they known the truth, Plaintiff
23 and Missouri State Class members would not have purchased or leased the Class Vehicles, or
24 would have paid significantly less for them.

25 980. Plaintiff and Missouri State Class members had no way of discerning that
26 Defendants’ representations were false and misleading and/or otherwise learning the facts that
27 Defendants had concealed or failed to disclose. Plaintiff and Missouri State Class members did
28 not, and could not, unravel Defendants’ deception on their own.

983. Plaintiff and Missouri State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the Missouri MPA. All owners of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

985. Defendants are liable to Plaintiff and the Missouri State Class for damages in amounts to be proven at trial, including attorneys' fees, costs, and punitive damages, as well as injunctive relief enjoining Defendants' unfair and deceptive practices, and any other just and proper relief under Mo. Rev. Stat. § 407.025.

986. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1 987. Plaintiff Dolly Price (for the purposes of this count, “Plaintiff”) brings this claim
2 on behalf of herself and the Missouri State Class against all Defendants.

3 988. Defendants are and were at all relevant times “merchant[s]” with respect to motor
4 vehicles under Mo. Stat. § 400.2-104(1) and “sellers” of motor vehicles under § 400.2-103(1)(d).

5 989. With respect to leases, Defendants are and were at all relevant times “lessors” of
6 motor vehicles under Mo. Stat. § 400.2A-103(1)(p).

7 990. The Class Vehicles are and were at all relevant times “goods” within the meaning
8 of Mo. Stat. § 400.2-105(1) and Mo. Stat. § 400.2A-103(1)(h).

9 991. In connection with the purchase or lease of Class Vehicles, the Defendants
10 provided Plaintiff and Missouri State Class members with written express warranties covering the
11 repair or replacement of components that are defective in materials or workmanship.

12 992. Defendants’ warranties formed the basis of the bargain that was reached when
13 Plaintiff and Missouri State Class members unknowingly purchased or leased Class Vehicles that
14 came equipped with the SDM Calibration Defect.

15 993. However, Defendants knew or should have known that the warranties were false
16 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
17 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
18 were sold and leased to Plaintiff and Missouri State Class members.

19 994. Plaintiff and Missouri State Class members reasonably relied on the Defendants’
20 express warranties when purchasing or leasing their Class Vehicles.

21 995. Defendants knowingly breached their express warranties to repair defects in
22 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
23 Defendants also breached their express warranties by providing a product containing defects that
24 were never disclosed to Plaintiff and Missouri State Class members.

25 996. Plaintiff and Missouri State Class members have provided the Defendants with
26 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
27 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
28 NHTSA complaints and individual lawsuits, as detailed herein.

1 997. Alternatively, any opportunity to cure the breach is unnecessary and futile.

2 998. As a direct and proximate result of the Defendants' breach of express warranties,
3 Plaintiff and Missouri State Class members have been damaged in an amount to be proven at trial.

4 **MISSOURI COUNT III:**
5 **Breach of Implied Warranty of Merchantability**
6 **Mo. Stat. §§ 400.2-314 and 400.2A-212**
7 **(On Behalf of the Missouri State Class)**

8 999. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
9 forth herein.

10 1000. Plaintiff Dolly Price (for the purposes of this count, "Plaintiff") brings this claim
11 on behalf of himself and the Missouri State Class against all Defendants.

12 1001. Defendants are and were at all relevant times "merchant[s]" with respect to motor
13 vehicles under Mo. Stat. § 400.2-104(1) and "sellers" of motor vehicles under § 400.2-103(1)(d).

14 1002. With respect to leases, Defendants are and were at all relevant times "lessors" of
15 motor vehicles under Mo. Stat. § 400.2A-103(1)(p).

16 1003. The Class Vehicles are and were at all relevant times "goods" within the meaning
17 of Mo. Stat. § 400.2-105(1) and Mo. Stat. § 400.2A-103(1)(h).

18 1004. A warranty that the Class Vehicles were in merchantable condition and fit for the
19 ordinary purpose for which vehicles are used is implied by law pursuant to Mo. Stat. § 400.2-314
20 and Mo. Stat. § 400.2A-212.

21 1005. The Class Vehicles did not comply with the implied warranty of merchantability
22 because, at the time of sale and at all times thereafter, they were defective and not in
23 merchantable condition, would not pass without objection in the trade, and were not fit for the
24 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
25 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
26 accident, rendering the Class Vehicles inherently defective and dangerous.

27 1006. Defendants were provided reasonable notice of these issues by way of a letter sent
28 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
lawsuits, as detailed herein.

1007. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1008. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Missouri State Class members have been damaged in an amount to be proven at trial.

19. Nevada

**NEVADA COUNT I:
Violations of the Nevada Deceptive Trade Practices Act
Nev. Rev. Stat. § 598.0903 *et seq.*
(On Behalf of the Nevada State Class)**

1009. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1010. Plaintiffs ShaVon Keith and Kevin Hopkins (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Nevada State Class against all Defendants.

1011. The Nevada Deceptive Trade Practices Act ("Nevada DTPA"), Nev. Rev. Stat. § 598.0903, *et seq.* prohibits deceptive trade practices. Nev. Rev. Stat. § 598.0915 provides that a person engages in a "deceptive trade practice" if, in the course of business or occupation, the person: "5. Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith"; "7. Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model"; "9. Advertises goods or services with intent not to sell or lease them as advertised"; or "15. Knowingly makes any other false representation in a transaction."

1012. In the course of their business, Defendants violated the Nevada DTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

1 1013. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
2 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
3 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
4 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
5 conduct of any trade or commerce, as prohibited by Nev. Rev. Stat. § 598.0915.

6 1014. Defendants' unfair or deceptive acts or practices, including misrepresentations,
7 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
8 mislead and create a false impression in consumers, and were likely to and did in fact deceive
9 reasonable consumers, including Plaintiffs and Nevada State Class members, about the true safety
10 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
11 Vehicles.

12 1015. Defendants' scheme and concealment of the SDM Calibration Defect and true
13 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
14 and Nevada State Class members, as the Defendants intended. Had they known the truth,
15 Plaintiffs and Nevada State Class members would not have purchased or leased the Class
16 Vehicles, or would have paid significantly less for them.

17 1016. Plaintiffs and Nevada State Class members had no way of discerning that
18 Defendants' representations were false and misleading and/or otherwise learning the facts that
19 Defendants had concealed or failed to disclose. Plaintiffs and Nevada State Class members did
20 not, and could not, unravel Defendants' deception on their own.

21 1017. Defendants had an ongoing duty to Plaintiffs and Nevada State Class members to
22 refrain from unfair or deceptive practices under the Nevada DTPA in the course of their business.
23 Specifically, Defendants owed Plaintiffs and Nevada State Class members a duty to disclose all
24 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
25 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and
26 Nevada State Class members, and/or they made misrepresentations that were misleading because
27 they were contradicted by withheld facts.
28

1018. Defendants' violations present a continuing risk to Plaintiffs and Nevada State Class members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1019. Nevada State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the Nevada DTPA. All owners of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

1020. Pursuant to Nev. Rev. Stat. §§ 41.600, Plaintiffs and Nevada State Class members seek an order enjoining the Defendants' unfair or deceptive acts or practices and awarding damages and any other just and proper relief available under the Nevada DTPA.

NEVADA COUNT II:
Breach of Express Warranty
N.R.S. §§ 104.2313 and 104A.2210
(On Behalf of the Nevada State Class)

1021. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1022. Plaintiffs ShaVon Keith and Kevin Hopkins (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Nevada State Class against all Defendants.

1023. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under N.R.S. § 104.2104(1) and "sellers" of motor vehicles under § 104.2103(1)(c).

1024. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under N.R.S. § 104A.2103(1)(p).

1025. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.R.S. §§ 104.2105(1) and 104A.2103(1)(h).

1026. In connection with the purchase or lease of Class Vehicles, Defendants provided Plaintiffs and Nevada State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1027. Defendants' warranties formed the basis of the bargain that was reached when Plaintiffs and Nevada State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1028. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiffs and Nevada State Class members.

1029. Plaintiffs and Nevada State Class members reasonably relied on the Defendants' express warranties when purchasing or leasing their Class Vehicles.

1030. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiffs and Nevada State Class members.

1031. Plaintiffs and Nevada State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1032. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1033. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiffs and Nevada State Class members have been damaged in an amount to be proven at trial.

NEVADA COUNT III:
Breach of Implied Warranty of Merchantability
N.R.S. §§ 104.2314 and 104A.2212
(On Behalf of the Nevada State Class)

1034. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1 1035. Plaintiffs ShaVon Keith and Kevin Hopkins (for the purposes of this count,
2 “Plaintiffs”) bring this claim on behalf of themselves and the Nevada State Class against all
3 Defendants.

4 1036. Defendants are and were at all relevant times “merchant[s]” with respect to motor
5 vehicles under N.R.S. § 104.2104(1) and “sellers” of motor vehicles under § 104.2103(1)(c).

6 1037. With respect to leases, Defendants are and were at all relevant times “lessors” of
7 motor vehicles under N.R.S. § 104A.2103(1)(p).

8 1038. The Class Vehicles are and were at all relevant times “goods” within the meaning
9 of N.R.S. §§ 104.2105(1) and 104A.2103(1)(h).

10 1039. A warranty that the Class Vehicles were in merchantable condition and fit for the
11 ordinary purpose for which vehicles are used is implied by law pursuant to N.R.S. §§ 104.2314
12 and 104A.2212.

13 1040. The Class Vehicles did not comply with the implied warranty of merchantability
14 because, at the time of sale and at all times thereafter, they were defective and not in
15 merchantable condition, would not pass without objection in the trade, and were not fit for the
16 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
17 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
18 accident, rendering the Class Vehicles inherently defective and dangerous.

19 1041. Defendants were provided reasonable notice of these issues by way of a letter sent
20 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
21 lawsuits, as detailed herein.

22 1042. Alternatively, any opportunity to cure the breach is unnecessary and futile.

23 1043. As a direct and proximate result of Defendants’ breach of the implied warranty of
24 merchantability, Plaintiffs and Nevada State Class members have been damaged in an amount to
25 be proven at trial.

1 **20. New Jersey**

2 **NEW JERSEY COUNT I:**
3 **Violations of the New Jersey Consumer Fraud Act**
4 **N.J. Stat. Ann. § 56:8-1 *et seq.***
5 **(On Behalf of the New Jersey State Class)**

6 1044. Plaintiffs incorporate by reference all allegations in this Complaint as though fully
7 set forth herein.

8 1045. Plaintiffs Jorge L. Orihuela and Lee Ford (for the purposes of this count,
9 “Plaintiffs”) bring this claim on behalf of themselves and the New Jersey State Class against all
10 Defendants.

11 1046. Plaintiffs and New Jersey State Class members and Defendants are “persons”
12 under the New Jersey Consumer Fraud Act (“New Jersey CFA”), N.J. Stat. § 56:8-1(d).

13 1047. Defendants engaged in “sales” of “merchandise” within the meaning of N.J. Stat.
14 §56:8-1(c), (e). Defendants’ actions as set forth herein occurred in the conduct of trade or
15 commerce.

16 1048. The New Jersey CFA makes unlawful “[t]he act, use or employment by any person
17 of any unconscionable commercial practice, deception, fraud, false pretense, false promise,
18 misrepresentation, or the knowing concealment, suppression, or omission of any material fact
19 with the intent that others rely upon such concealment, suppression or omission, in connection
20 with the sale or advertisement of any merchandise or real estate, or with the subsequent
21 performance of such person as aforesaid, whether or not any person has in fact been misled,
22 deceived or damaged thereby.” N.J. Stat. § 56:8-2.

23 1049. In the course of their business, Defendants concealed and suppressed material facts
24 concerning the Class Vehicles. Specifically, Defendants failed to disclose and actively concealed
25 the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect.

26 1050. Defendants thus violated the Act by, at minimum: representing that Class Vehicles
27 have characteristics, uses, benefits, and qualities which they do not have; representing that Class
28 Vehicles are of a particular standard, quality, and grade when they are not; advertising Class
Vehicles with the intent not to sell or lease them as advertised; and representing that the subject of

1 a transaction involving Class Vehicles has been supplied in accordance with a previous
2 representation when it has not.

3 1051. Defendants intentionally and knowingly misrepresented material facts regarding
4 the Class Vehicles with intent to mislead Plaintiffs and the New Jersey State Class.

5 1052. Plaintiffs and New Jersey State Class members had no way of discerning that
6 Defendants' representations were false and misleading and/or otherwise learning the facts the
7 Defendants had concealed or failed to disclose. Plaintiffs and New Jersey State Class members
8 did not, and could not, unravel the Defendants' deception on their own.

9 1053. Defendants knew or should have known that their conduct violated the New Jersey
10 CFA.

11 1054. Defendants owed Plaintiffs and the New Jersey State Class a duty to disclose all
12 the material facts concerning the SDM Calibration Defect in the Class Vehicles because
13 Defendants:

14 A. possessed exclusive knowledge that they were manufacturing, selling, and
15 distributing vehicles throughout the United States that did not perform as advertised;

16 B. intentionally concealed the foregoing from regulators, Plaintiffs, and New
17 Jersey State Class members; and/or

18 C. made incomplete representations about the Class Vehicles' safety while
19 purposefully withholding material facts that contradicted these representations.

20 1055. Defendants' concealment of the true characteristics of the Class Vehicles' safety
21 and SDM Calibration system was material to Plaintiffs and the New Jersey State Class.

22 1056. Defendants' unfair or deceptive acts or practices were likely to and did in fact
23 deceive regulators and reasonable consumers, including Plaintiffs and the New Jersey State Class,
24 about the true safety of the Class Vehicles, the quality of the Defendants' brands, and the true
25 value of the Class Vehicles.

26 1057. Defendants' violations present a continuing risk to Plaintiffs and the New Jersey
27 State Class as well as to the general public. Defendants' unlawful acts and practices complained
28 of herein affect the public interest.

1058. Plaintiffs and New Jersey State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the New Jersey CFA. All owners and lessees of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

1059. As a direct and proximate result of Defendants' violations of the New Jersey CFA, Plaintiffs and the New Jersey State Class have suffered injury-in-fact and/or actual damage in an amount to be proven at trial, and seek all just and proper remedies, including, but not limited to, actual and statutory damages, treble damages, an order enjoining Defendants' deceptive and unfair conduct, costs and reasonable attorneys' fees under N.J. Stat. § 56:8-19, and all other just and appropriate relief.

**NEW JERSEY COUNT II:
Breach of Express Warranty
N.J.S. 12A:2-313 and 2A-210
(On Behalf of the New Jersey State Class)**

1060. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1061. Plaintiffs Jorge L. Orihuela and Lee Ford (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the New Jersey State Class against all Defendants.

1062. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under N.J.S. 12A:2-104(1) and "sellers" of motor vehicles under 2-103(1)(d).

1063. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under N.J.S. 12A:2A-103(1)(p).

1064. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.J.S. 12A:2-105(1) and 2A-103(1)(h).

1 1065. In connection with the purchase or lease of each Class Vehicle, Defendants
2 provided Plaintiffs and New Jersey State Class members with written express warranties covering
3 the repair or replacement of components that are defective in materials or workmanship.

4 1066. Defendants' warranties formed a basis of the bargain that was reached when
5 Plaintiffs and New Jersey Class members unknowingly purchased or leased Class Vehicles that
6 came equipped with the SDM Calibration Defect.

7 1067. However, Defendants knew or should have known that the warranties were false
8 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
9 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
10 were sold and leased to Plaintiffs and New Jersey State Class members.

11 1068. Plaintiffs and New Jersey State Class members reasonably relied on the
12 Defendants' express warranties when purchasing or leasing their Class Vehicles.

13 1069. Defendants knowingly breached their express warranties to repair defects in
14 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
15 Defendants also breached their express warranties by providing a product containing defects that
16 were never disclosed to Plaintiffs and New Jersey State Class members.

17 1070. Plaintiffs and New Jersey State Class members have provided the Defendants with
18 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
19 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
20 NHTSA complaints and individual lawsuits, as detailed herein.

21 1071. Alternatively, any opportunity to cure the breach is unnecessary and futile.
22 Accordingly, recovery by Plaintiffs and New Jersey State Class members is not restricted to the
23 limited warranty promising to repair and correct Defendants' defect in materials and
24 workmanship, and they seek all remedies as allowed by law.

25 1072. As a direct and proximate result of Defendants' breach of express warranties,
26 Plaintiffs and New Jersey State Class members have been damaged in an amount to be
27 determined at trial.
28

**NEW JERSEY COUNT III:
Breach of Implied Warranty of Merchantability
N.J.S. 12A:2-314 and 2A-212
(On Behalf of the New Jersey State Class)**

1073. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1074. Plaintiffs Jorge L. Orihuela and Lee Ford (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the New Jersey State Class against all Defendants.

1075. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under N.J.S. 12A:2-104(1) and “sellers” of motor vehicles under 2-103(1)(d).

1076. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under N.J.S. 12A:2A-103(1)(p).

1077. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.J.S. 12A:2-105(1) and 2A-103(1)(h).

1078. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.J.S. 12A:2-314 and 2A-212.

1079. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1080. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1081. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1082. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and New Jersey State Class members have been damaged in an amount to be proven at trial.

21. New York

**NEW YORK COUNT I:
Violations of the New York General Business Law § 349
N.Y. Gen. Bus. Law § 349
(On Behalf of the New York State Class)**

1083. Plaintiffs incorporate by reference all allegations in this Complaint as though fully set forth herein.

1084. Plaintiffs Adam Brown, Patrick O'Connor, and Frank Pignone (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the New York State Class against all Defendants.

1085. The New York State Class members and Defendants are "persons" under N.Y. Gen. Bus. Law § 349(h), the New York Deceptive Acts and Practices Act ("NY DAPA").

1086. Defendants' actions as set forth herein occurred in the conduct of trade or commerce under the NY DAPA.

1087. The NY DAPA makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce." N.Y. Gen. Bus. Law § 349. Defendants' conduct, as set forth herein, constitutes deceptive acts or practices under this section.

1088. In the course of their business, Defendants concealed and suppressed material facts concerning the Class Vehicles. Specifically, Defendants failed to disclose and actively concealed the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect.

1089. Defendants thus violated the Act by, at minimum: representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Class Vehicles are of a particular standard, quality, and grade when they are not; advertising Class Vehicles with the intent not to sell or lease them as advertised; and representing that the subject of a transaction involving Class Vehicles has been supplied in accordance with a previous representation when it has not.

1090. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead the New York State Class.

1091. Defendants knew or should have known that their conduct violated the NY DAPA.

1092. Defendants owed the New York State Class a duty to disclose the true nature of the Class Vehicles, because Defendants:

a. possessed exclusive knowledge that they were manufacturing, selling, and distributing vehicles throughout the United States that did not perform as advertised;

b. intentionally concealed the foregoing from regulators and New York State Class members; and/or

c. made incomplete representations about the Class Vehicles' safety while purposefully withholding material facts that contradicted these representations.

1093. Defendants' concealment of the true characteristics of the Class Vehicles' true was material to the New York State Class.

1094. Defendants' unfair or deceptive acts or practices were likely to and did in fact deceive regulators and reasonable consumers, including Plaintiffs and the New York State Class, about the true safety of the Class Vehicles, the quality of the Defendants' brands, and the true value of the Class Vehicles.

1095. Defendants' violations present a continuing risk to Plaintiffs and the New York State Class as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

1096. Plaintiffs and New York State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the NY DAPA. All owners of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

1097. As a direct and proximate result of Defendants' violations of the NY DAPA, New York State Class members have suffered injury-in-fact and/or actual damage.

1098. As a result of the foregoing willful, knowing, and wrongful conduct of Defendants, Plaintiffs and New York State Class members have been damaged in an amount to be proven at trial, and seek all just and proper remedies, including but not limited to actual damages or \$50, whichever is greater, treble damages up to \$1,000, punitive damages to the extent available under the law, reasonable attorneys' fees and costs, an order enjoining Defendants' deceptive and unfair conduct, and all other just and appropriate relief available under the NY DAPA.

**NEW YORK COUNT II:
Violations of the New York General Business Law § 350
N.Y. Gen. Bus. Law § 350
(On Behalf of the New York State Class)**

1099. Plaintiffs incorporate by reference all allegations in this Complaint as though fully set forth herein.

1100. Plaintiffs Adam Brown, Patrick O'Connor, and Frank Pignone (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the New York State Class against all Defendants.

1101. Defendants were engaged in the "conduct of business, trade or commerce," within the meaning of N.Y. Gen. Bus. Law § 350, the New York False Advertising Act ("NY FAA")

1102. The NY FAA makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce." N.Y. Gen. Bus. Law § 350. False advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in light of . . . representations [made] with respect to the commodity" N.Y. Gen. Bus. Law § 350-a.

1103. Defendants caused to be made or disseminated through New York, through advertising, marketing, and other publications, statements and omissions that were untrue or misleading, and that were known by Defendants, or that through the exercise of reasonable care should have been known by Defendants, to be untrue and misleading to the New York State Class.

1104. Defendants made numerous material misrepresentations and omissions of fact with intent to mislead and deceive concerning the Class Vehicles, particularly concerning the safety of

1 the Class Vehicles. Defendants intentionally and knowingly misrepresented material facts
 2 regarding the Class Vehicles with intent to mislead the New York State Class. The
 3 misrepresentations and omissions set forth above were material and likely to deceive a reasonable
 4 consumer.

5 1105. Defendants' false advertising was likely to and did in fact deceive regulators and
 6 reasonable consumers, including the New York State Class, about the safety of the Class
 7 Vehicles, the quality of Defendants brand and the true value of the Class Vehicles.

8 1106. Defendants' violations of the NY FAA present a continuing risk to New York
 9 State Class members and to the general public. Defendants' deceptive acts and practices affect the
 10 public interest.

11 1107. New York State Class members have suffered injury-in-fact and/or actual damages
 12 and ascertainable loss as a direct and proximate result of the Defendants' false advertising in
 13 violation of the NY FAA.

14 1108. The New York State Class seeks monetary relief against Defendants measured as
 15 the greater of (a) actual damages in an amount to be determined at trial, and (b) statutory damages
 16 in the amount of \$500 each for New York State Class members. Because Defendants' conduct
 17 was committed willingly and knowingly, New York State Class members are entitled to recover
 18 three times actual damages, up to \$10,000.

19 1109. The New York State Class also seeks an order enjoining Defendants' false
 20 advertising, attorneys' fees, and any other just and proper relief under N.Y. Gen. Bus. Law § 350.

21 **NEW YORK COUNT III:**
 22 **Breach of Express Warranty**
 23 **N.Y. U.C.C. Law §§ 2-313 and 2A-210**
 24 **(On Behalf of the New York State Class)**

25 1110. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
 26 fully set forth herein.

27 1111. Plaintiffs Adam Brown, Patrick O'Connor, and Frank Pignone (for the purposes of
 28 this count, "Plaintiffs") bring this claim on behalf of themselves and the New York State Class
 against all Defendants.

1 1112. Defendants are and were at all relevant times “merchant[s]” with respect to motor
2 vehicles under N.Y. UCC Law § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d).

3 1113. With respect to leases, Defendants are and were at all relevant times “lessors” of
4 motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

5 1114. The Class Vehicles are and were at all relevant times “goods” within the meaning
6 of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

7 1115. In connection with the purchase or lease of each Class Vehicle, Defendants
8 provided Plaintiffs and New Jersey State Class members with written express warranties covering
9 the repair or replacement of components that are defective in materials or workmanship.

10 1116. Defendants’ warranties formed a basis of the bargain that was reached when
11 consumers purchased or leased Class Vehicles.

12 1117. However, Defendants knew or should have known that the warranties were false
13 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
14 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
15 were sold and leased to Plaintiffs and New York State Class members.

16 1118. Defendants knowingly breached their express warranties to repair defects in
17 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
18 Defendants also breached their express warranties by providing a product containing defects that
19 were never disclosed to Plaintiffs and New York State Class members.

20 1119. Affording Defendants a reasonable opportunity to cure their breach of written
21 warranties would be unnecessary and futile.

22 1120. Furthermore, the limited warranty promising to repair and correct Defendants’
23 defect in materials and workmanship fails in its essential purpose because the contractual remedy
24 is insufficient to make New York State Class members whole and because Defendants have failed
25 and/or have refused to adequately provide the promised remedies within a reasonable time.

26 1121. Accordingly, recovery by New York State Class members is not restricted to the
27 limited warranty promising to repair and correct Defendants’ defect in materials and
28 workmanship, and they seek all remedies as allowed by law.

1122. Plaintiffs and New Jersey State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1123. As a direct and proximate result of Defendants' breach of express warranties, New York State Class members have been damaged in an amount to be determined at trial.

**NEW YORK COUNT IV:
Breach of Implied Warranty of Merchantability
N.Y. U.C.C. Law §§ 2-314 and 2A-212
(On Behalf of the New York State Class)**

1124. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1125. Plaintiffs Adam Brown, Patrick O'Connor, and Frank Pignone (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the New York State Class against all Defendants.

1126. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under N.Y. UCC Law § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d).

1127. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

1128. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

1129. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.Y. UCC Law §§ 2-314 and 2A-212.

1130. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the

1 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
2 accident, rendering the Class Vehicles inherently defective and dangerous.

3 1131. Defendants were provided reasonable notice of these issues by way of a letter sent
4 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
5 lawsuits, as detailed herein.

6 1132. Alternatively, any opportunity to cure the breach is unnecessary and futile.

7 1133. As a direct and proximate result of Defendants' breach of the implied warranty of
8 merchantability, New York State Class members have been damaged in an amount to be proven
9 at trial.

10 **22. North Carolina**

11 **NORTH CAROLINA COUNT XI:** 12 **Violations of the North Carolina Unfair and Deceptive Acts and Practices Act** 13 **N.C. Gen. Stat. § 75-1.1, *et seq.*** **(On Behalf of the North Carolina State Class)**

14 1134. Plaintiffs reallege and incorporate by reference all preceding allegations as though
15 fully set forth herein.

16 1135. Plaintiffs David Casey and Jason Klinger (for the purposes of this count,
17 "Plaintiffs") bring this claim on behalf of themselves and the North Carolina State Class against
18 all Defendants.

19 1136. Plaintiffs and North Carolina State Class members are persons under the North
20 Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*
21 ("NCUDTPA").

22 1137. Defendants' acts and practices complained of herein were performed in the course
23 of Defendants' trade or business and thus occurred in or affected "commerce," as defined in N.C.
24 Gen. Stat. § 75-1.1(b).

25 1138. The NCUDTPA makes unlawful "[u]nfair methods of competition in or affecting
26 commerce, and unfair or deceptive acts or practices in or affecting commerce[.]" The NCUDTPA
27 provides a private right of action for any person injured "by reason of any act or thing done by
28 any other person, firm or corporation in violation of" the NCUDTPA. N.C. Gen. Stat. § 75-16.

1 1139. In the course of their business, Defendants violated the NCUDTPA by knowingly
2 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts
3 regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

4 1140. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
5 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
6 Vehicles and/or the SDM Calibration Defect, Defendants engaged in the unfair methods of
7 competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting
8 commerce prohibited by N.C. Gen § 75-16.

9 1141. Defendants' unfair or deceptive acts or practices, including misrepresentations,
10 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
11 mislead and create a false impression in consumers, and were likely to and did in fact deceive
12 reasonable consumers, including Plaintiffs and North Carolina State Class members, about the
13 true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value
14 of the Class Vehicles.

15 1142. Defendants' scheme and concealment of the SDM Calibration Defect in the Class
16 Vehicles were material to Plaintiffs and North Carolina State Class members, as the Defendants
17 intended. Had they known the truth, Plaintiffs and North Carolina State Class members would not
18 have purchased or leased the Class Vehicles, or would have paid significantly less for them.

19 1143. Plaintiffs and North Carolina State Class members had no way of discerning that
20 the Defendants' representations were false and misleading and/or otherwise learning the facts that
21 the Defendants had concealed or failed to disclose. Plaintiffs and North Carolina State Class
22 members did not, and could not, unravel the Defendants' deception on their own.

23 1144. Defendants had an ongoing duty to Plaintiffs and North Carolina State Class
24 members to refrain from unfair or deceptive practices under the NCUDTPA in the course of their
25 business. Specifically, Defendants owed Plaintiffs and North Carolina State Class members a
26 duty to disclose all the material facts concerning the SDM Calibration Defect in the Class
27 Vehicles because they possessed exclusive knowledge, they intentionally concealed the defect
28

1 from Plaintiffs and North Carolina State Class members, and/or they made misrepresentations
2 that were misleading because they were contradicted by withheld facts.

3 1145. Defendants' violations present a continuing risk to Plaintiffs and North Carolina
4 State Class members, as well as to the general public. Defendants' unlawful acts and practices
5 complained of herein affect the public interest.

6 1146. Plaintiffs and the North Carolina State Class suffered ascertainable loss and actual
7 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
8 and failure to disclose material information.

9 1147. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiffs and the North Carolina State Class
10 members and seek all just and proper remedies, including but not limited to treble damages, an
11 order enjoining Defendants' deceptive and unfair conduct, court costs and reasonable attorneys'
12 fees, and any other just and proper relief available.

13 **NORTH CAROLINA COUNT II:**
14 **Breach of Express Warranty**
15 **N.C. Gen. Stat. §§ 25-2-313 and 252A-210**
16 **(On Behalf of the North Carolina State Class)**

17 1148. Plaintiffs reallege and incorporate by reference all preceding allegations as though
18 fully set forth herein.

19 1149. Plaintiffs David Casey and Jason Klinger (for the purposes of this count,
20 "Plaintiffs") bring this claim on behalf of themselves and the North Carolina State Class against
21 all Defendants.

22 1150. Defendants are and were at all relevant times "merchant[s]" with respect to motor
23 vehicles under N.C. Gen. Stat. § 25-2-104(1) and "sellers" of motor vehicles under § 25-2-
24 103(1)(d).

25 1151. With respect to leases, Defendants are and were at all relevant times "lessors" of
26 motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

27 1152. All North Carolina State Class members who purchased Class Vehicles are
28 "buyers" within the meaning of N.C. Gen. Stat. § 25-2-103(1)(a).

1 1153. All North Carolina State Class members who leased Class Vehicles are “lessees”
2 within the meaning of N.C. Gen. Stat. § 25-2A-103(1)(n).

3 1154. The Class Vehicles are and were at all relevant times “goods” within the meaning
4 of N.C. Gen. Stat. §§ 25-2-105(1) and 25-2A-103(1)(h).

5 1155. In connection with the purchase or lease of Class Vehicles, the Defendants
6 provided Plaintiffs and North Carolina State Class members with written express warranties
7 covering the repair or replacement of components that are defective in materials or workmanship.

8 1156. Defendants’ warranties formed the basis of the bargain that was reached when
9 Plaintiffs and North Carolina State Class members unknowingly purchased or leased Class
10 Vehicles that came equipped with the SDM Calibration Defect.

11 1157. However, Defendants knew or should have known that the warranties were false
12 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
13 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
14 were sold and leased to Plaintiffs and North Carolina State Class members.

15 1158. Plaintiffs and North Carolina State Class members reasonably relied on the
16 Defendants’ express warranties when purchasing or leasing their Class Vehicles.

17 1159. Defendants knowingly breached their express warranties to repair defects in
18 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
19 Defendants also breached their express warranties by providing a product containing defects that
20 were never disclosed to Plaintiffs and North Carolina State Class members.

21 1160. Plaintiffs and North Carolina State Class members have provided the Defendants
22 with reasonable notice and opportunity to cure the breaches of their express warranties by way of
23 letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous
24 public NHTSA complaints and individual lawsuits, as detailed herein.

25 1161. Alternatively, any opportunity to cure the breach is unnecessary and futile.

26 1162. As a direct and proximate result of the Defendants’ breach of express warranties,
27 Plaintiffs and North Carolina State Class members have been damaged in an amount to be proven
28 at trial.

**NORTH CAROLINA COUNT III:
Breach of Implied Warranty of Merchantability
N.C. Gen. Stat. §§ 25-2-314 and 252A-212
(On Behalf of the North Carolina State Class)**

1163. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1164. Plaintiffs David Casey and Jason Klinger (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the North Carolina State Class against all Defendants.

1165. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under N.C. Gen. Stat. § 25-2-104(1) and “sellers” of motor vehicles under § 25-2-103(1)(d).

1166. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

1167. All North Carolina State Class members who purchased Class Vehicles are “buyers” within the meaning of N.C. Gen. Stat. § 25-2-103(1)(a).

1168. All North Carolina State Class members who leased Class Vehicles are “lessees” within the meaning of N.C. Gen. Stat. § 25-2A-103(1)(n).

1169. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.C. Gen. Stat. §§ 25-2-105(1) and 25-2A-103(1)(h).

1170. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to N.C. Gen. Stat. §§ 25-2-314 and 25-2A-212.

1171. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1172. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1173. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1174. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and North Carolina State Class members have been damaged in an amount to be proven at trial.

23. Ohio

OHIO COUNT I: Violations of the Ohio Consumer Sales Practices Act Ohio Rev. Code § 1345.01, *et seq.* (On Behalf of the Ohio State Class)

1175. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1176. Plaintiffs Brian Swann, Walter Tooson, and Gregory Juskiewicz (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Ohio State Class against all Defendants.

1177. Defendants, Plaintiffs, and Ohio State Class members are "persons" within the meaning of Ohio Rev. Code § 1345.01(B).

1178. Each Defendant is a "supplier" as defined by Ohio Rev. Code § 1345.01(C).

1179. Plaintiffs and the Ohio State Class are "consumers" as that term is defined in Ohio Rev. Code § 1345.01(D), and their purchase and leases of the Class Vehicles are "consumer transactions" within the meaning of Ohio Rev. Code § 1345.01(A).

1180. Ohio Rev. Code § 1345.02, prohibits unfair or deceptive acts or practices in connection with a consumer transaction.

1181. In the course of their business, Defendants concealed and suppressed material facts concerning the Class Vehicles and/or the defective SDMs, as detailed above. Specifically, Defendants misrepresented the Class Vehicles as safe and/or free from defects and failed to

1 disclose and actively concealed the dangers and risk posed by the Class Vehicles and/or the SDM
2 Calibration Defect, including serious injury or death.

3 1182. Defendants thus violated the CSPA by, at minimum:

- 4 a. representing that Class Vehicles have characteristics, uses, benefits, and
5 qualities which they do not have;
- 6 b. representing that Class Vehicles are of a particular standard, quality, and
7 grade when they are not; and
- 8 c. representing that the subject of a transaction involving Class Vehicles has
9 been supplied in accordance with a previous representation when it has not.

10 Ohio Rev. Code § 1345.02(A), (B)(1), (2), and (4).

11 1183. Defendants intentionally and knowingly misrepresented material facts regarding
12 the Class Vehicles with intent to mislead Plaintiffs and the Ohio State Class.

13 1184. Defendants knew or should have known that their conduct violated the Ohio
14 CSPA.

15 1185. Plaintiffs and Ohio State Class members had no way of discerning that the
16 Defendants' representations were false and misleading and/or otherwise learning the facts that the
17 Defendants had concealed or failed to disclose. Plaintiffs and Ohio State Class members did not,
18 and could not, unravel the Defendants' deception on their own.

19 1186. The Ohio Attorney General has made available for public inspection prior state
20 court decisions which have held that the types of acts and omissions of Defendants in this
21 Complaint—including, but not limited to, the failure to honor both implied warranties and express
22 warranties, the making and distribution of false, deceptive, and/or misleading representations, and
23 the concealment and/or non-disclosure of a substantial defect—constitute deceptive sales
24 practices in violation of the CSPA. These cases include, but are not limited to, the following:

- 25 a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);
- 26 b. *State ex rel. Betty D. Montgomery v. Ford Motor Co.* (OPIF #10002123);
- 27 c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.* (OPIF
28 #10002025);

1 d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS
2 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);

3 e. *Borror v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS
4 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);

5 f. *State ex rel. Jim Petro v. Craftmatic Organization, Inc.* (OPIF #10002347);

6 g. *Cranford v. Joseph Airport Toyota, Inc.* (OPIF #10001586);

7 h. *Brown v. Spears* (OPIF #10000403);

8 i. *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427);

9 j. *Mosley v. Performance Mitsubishi aka Automanage* (OPIF #10001326);

10 and

11 k. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524).

12 1187. Defendants owed Plaintiffs and the Ohio State Class a duty to disclose the safety
13 risks associated with the SDM Calibration Defect, the true nature of the Class Vehicles, because
14 Defendants possessed exclusive knowledge that they were manufacturing, selling, and
15 distributing vehicles throughout the United States that did not perform as advertised; intentionally
16 concealed the foregoing from regulators, Plaintiffs, and Ohio State Class members; and/or made
17 incomplete representations about the Class Vehicles' true airbag and seatbelt safety features while
18 purposefully withholding material facts that contradicted these representations.

19 1188. Defendants' concealment of the true characteristics of the Class Vehicles' safety
20 systems was material to Plaintiffs and the Ohio State Class.

21 1189. Defendants' unfair or deceptive acts or practices were likely to and did in fact
22 deceive regulators and reasonable consumers, including Plaintiffs and the Ohio State Class, about
23 the true safety features of the Class Vehicles, the quality of the Defendants' brands, and the true
24 value of the Class Vehicles.

25 1190. Defendants' violations present a continuing risk to Plaintiffs and the Ohio State
26 Class as well as to the general public. Defendants' unlawful acts and practices complained of
27 herein affect the public interest.
28

1191. Plaintiffs and Ohio State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information.

1192. Pursuant to Ohio Rev. Code § 1345.09, Plaintiffs and the Ohio State Class members seek an order enjoining Defendants' unfair and/or deceptive acts or practices, actual damages - trebled, and attorneys' fees, costs, and any other just and proper relief under the Ohio CSPA.

**OHIO COUNT II:
Violations of the Ohio Deceptive Trade Practices Act
Ohio Rev. Code § 4165.01, *et seq.*
(On Behalf of the Ohio State Class)**

1193. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1194. Plaintiffs Brian Swann, Walter Tooson, and Gregory Juskiewicz (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Ohio State Class against all Defendants.

1195. Defendants, Plaintiffs, and the Ohio State Class are "persons" within the meaning of Ohio Rev. Code § 4165.01(D).

1196. Defendants engaged in "the course of [its] business" within the meaning of Ohio Rev. Code § 4165.02(A) with respect to the acts alleged herein.

1197. The Ohio Deceptive Trade Practices Act, Ohio Rev. Code § 4165.02(A) ("Ohio DTPA") prohibits deceptive trade practices.

1198. In the course of their business, Defendants concealed and suppressed material facts concerning the Class Vehicles and/or the defective SDMs, as detailed above. Specifically, Defendants misrepresented the Class Vehicles as safe and/or free from defects and failed to disclose and actively concealed the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, including serious injury or death.

1199. Defendants thus violated the Act by, at minimum:

1 a. representing that Class Vehicles have characteristics, uses, benefits, and
2 qualities which they do not have;

3 b. representing that Class Vehicles are of a particular standard, quality, and
4 grade when they are not; advertising Class Vehicles with the intent not to sell or lease them as
5 advertised; and

6 c. advertising the Class Vehicles as safe with the intent not to sell them as
7 advertised.

8 Ohio Rev. Code § 4165.02(A)(7), (9), and (11).

9 1200. Defendants intentionally and knowingly misrepresented material facts regarding
10 the Class Vehicles with intent to mislead Plaintiffs and the Ohio State Class.

11 1201. Defendants knew or should have known that their conduct violated the Ohio
12 DTPA.

13 1202. Defendants owed Plaintiffs and the Ohio State Class a duty to disclose the safety
14 risks associated with the SDM Calibration Defect, the true nature of the Class Vehicles, because
15 Defendants possessed exclusive knowledge that they were manufacturing, selling, and
16 distributing vehicles throughout the United States that did not perform as advertised; intentionally
17 concealed the foregoing from regulators, Plaintiffs, and Ohio State Class members; and/or made
18 incomplete representations about the Class Vehicles' true airbag and seatbelt safety features while
19 purposefully withholding material facts that contradicted these representations.

20 1203. Defendants' concealment of the true characteristics of the Class Vehicles' safety
21 systems was material to Plaintiffs and the Ohio State Class.

22 1204. Plaintiffs and Ohio State Class members had no way of discerning that the
23 Defendants' representations were false and misleading and/or otherwise learning the facts that the
24 Defendants had concealed or failed to disclose. Plaintiffs and Ohio State Class members did not,
25 and could not, unravel the Defendants' deception on their own.

26 1205. Defendants' unfair or deceptive acts or practices were likely to and did in fact
27 deceive regulators and reasonable consumers, including Plaintiffs and the Ohio State Class, about
28

1 the true safety features of the Class Vehicles, the quality of the Defendants' brands, and the true
2 value of the Class Vehicles.

3 1206. Defendants' violations present a continuing risk to Plaintiffs and the Ohio State
4 Class, as well as to the general public. Defendants' unlawful acts and practices complained of
5 herein affect the public interest.

6 1207. Plaintiffs and Ohio State Class members suffered ascertainable loss and actual
7 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
8 and failure to disclose material information. Defendants had an ongoing duty to all their
9 customers to refrain from unfair and deceptive practices under the Ohio DTPA. All owners of
10 Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
11 practices made in the course of Defendants' business.

12 1208. Pursuant to Ohio Rev. Code § 4165.03, Plaintiffs and the Ohio State Class
13 members seek an order enjoining Defendants' unfair and/or deceptive acts or practices, damages,
14 punitive damages, and attorneys' fees, costs, and any other just and proper relief available under
15 the Ohio DTPA.

16 **OHIO COUNT III:**
17 **Breach of Express Warranty**
18 **Ohio. Rev. Code § 1302.26, *et seq.* / U.C.C. § 2-313**
(On Behalf of the Ohio State Class)

19 1209. Plaintiffs reallege and incorporate by reference all preceding allegations as though
20 fully set forth herein.

21 1210. Plaintiffs Brian Swann, Walter Tooson, and Gregory Juskiewicz (for the purposes
22 of this count, "Plaintiffs") bring this claim on behalf of themselves and the Ohio State Class
23 against all Defendants.

24 1211. Defendants are and were at all relevant times "merchant[s]" with respect to motor
25 vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and "sellers" of motor
26 vehicles under § 1302.01(4).

27 1212. With respect to leases, Defendants are and were at all relevant times "lessors" of
28 motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

1 1213. The Class Vehicles are and were at all relevant times “goods” within the meaning
2 of Ohio Rev. Code §§ 1302.01(8), and 1310.01(A)(8).

3 1214. In connection with the purchase or lease of Class Vehicles, the Defendants
4 provided Plaintiffs and Ohio State Class members with written express warranties covering the
5 repair or replacement of components that are defective in materials or workmanship.

6 1215. Defendants’ warranties formed the basis of the bargain that was reached when
7 Plaintiffs and Ohio State Class members unknowingly purchased or leased Class Vehicles that
8 came equipped with the SDM Calibration Defect.

9 1216. However, Defendants knew or should have known that the warranties were false
10 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
11 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
12 were sold and leased to Plaintiffs and Ohio State Class members.

13 1217. Plaintiffs and Ohio State Class members reasonably relied on the Defendants’
14 express warranties when purchasing or leasing their Class Vehicles.

15 1218. Defendants knowingly breached their express warranties to repair defects in
16 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
17 Defendants also breached their express warranties by providing a product containing defects that
18 were never disclosed to Plaintiffs and Ohio State Class members.

19 1219. Plaintiffs and Ohio State Class members have provided the Defendants with
20 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
21 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
22 NHTSA complaints and individual lawsuits, as detailed herein.

23 1220. Alternatively, any opportunity to cure the breach is unnecessary and futile.

24 1221. As a direct and proximate result of the Defendants’ breach of express warranties,
25 Plaintiffs and Ohio State Class members have been damaged in an amount to be proven at trial.

26 1222. Finally, because of Defendants’ breach of warranty as set forth herein, Plaintiffs
27 and Ohio State Class members assert, as additional and/or alternative remedies, the revocation of
28

1 acceptance of the goods and the return to them of the purchase or lease price of all Class Vehicles
 2 currently owned or leased, and for such other incidental and consequential damages as allowed.

3 **OHIO COUNT IV:**
 4 **Breach of Implied Warranty of Merchantability**
 5 **Ohio Rev. Code §§ 1302.27 and 1310.19**
 6 **(On Behalf of the Ohio State Class)**

7 1223. Plaintiffs reallege and incorporate by reference all preceding allegations as though
 8 fully set forth herein.

9 1224. Plaintiffs Brian Swann, Walter Tooson, and Gregory Juskiewicz (for the purposes
 10 of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Ohio State Class
 11 against all Defendants.

12 1225. Defendants are and were at all relevant times “merchant[s]” with respect to motor
 13 vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and “sellers” of motor
 14 vehicles under § 1302.01(4).

15 1226. With respect to leases, Defendants are and were at all relevant times “lessors” of
 16 motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

17 1227. The Class Vehicles are and were at all relevant times “goods” within the meaning
 18 of Ohio Rev. Code §§ 1302.01(8), and 1310.01(A)(8).

19 1228. A warranty that the Class Vehicles were in merchantable condition and fit for the
 20 ordinary purpose for which vehicles are used is implied by law pursuant to Ohio Rev. Code
 21 §§ 1302.27 and 1310.19.

22 1229. The Class Vehicles did not comply with the implied warranty of merchantability
 23 because, at the time of sale and at all times thereafter, they were defective and not in
 24 merchantable condition, would not pass without objection in the trade, and were not fit for the
 25 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
 26 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
 27 accident, rendering the Class Vehicles inherently defective and dangerous.
 28

1230. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1231. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1232. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Ohio State Class members have been damaged in an amount to be proven at trial.

24. Oklahoma

OKLAHOMA COUNT I: Violations of the Oklahoma Consumer Protection Act Okla. Stat. Tit. 15 § 751 *et seq.* (On Behalf of the Oklahoma State Class)

1233. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1234. Plaintiff Donald Roxberry (for the purposes of this count, "Plaintiff") brings this claim on behalf of themselves and the Oklahoma State Class against all Defendants.

1235. Defendants and the Oklahoma State Class are "persons" within the meaning of Okla. Stat. Tit. 15 § 752.1.

1236. Defendants engaged in "the course of [its] business" within the meaning of Okla. Stat. Tit. 15 § 752.3 with respect to the acts alleged herein.

1237. The Oklahoma Consumer Protection Act ("Oklahoma CPA") prohibits, in the course of business: "mak[ing] a false or misleading representation, knowingly or with reason to know, as to the characteristics . . . , uses, [or] benefits, of the subject of a consumer transaction," or making a false representation, "knowingly or with reason to know, that the subject of a consumer transaction is of a particular standard, style or model, if it is of another or "[a]dvertis[ing], knowingly or with reason to know, the subject of a consumer transaction with intent not to sell it as advertised;" and otherwise committing "an unfair or deceptive trade practice." Okla. Stat. Tit. 753.

1238. In the course of their business, Defendants violated the Oklahoma CPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose

1 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
2 above.

3 1239. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
4 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
5 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
6 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
7 conduct of any trade or commerce, as prohibited by Okla. Stat. Tit. 753.

8 1240. Defendants' unfair or deceptive acts or practices, including misrepresentations,
9 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
10 mislead and create a false impression in consumers, and were likely to and did in fact deceive
11 reasonable consumers, including Plaintiffs and Oklahoma State Class members, about the true
12 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
13 Class Vehicles.

14 1241. Defendants' scheme and concealment of the SDM Calibration Defect and true
15 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
16 and Oklahoma State Class members, as the Defendants intended. Had they known the truth,
17 Plaintiffs and Oklahoma State Class members would not have purchased or leased the Class
18 Vehicles, or would have paid significantly less for them.

19 1242. Plaintiff and Oklahoma State Class members had no way of discerning that
20 Defendants' representations were false and misleading and/or otherwise learning the facts that
21 Defendants had concealed or failed to disclose. Plaintiffs and Oklahoma State Class members did
22 not, and could not, unravel Defendants' deception on their own.

23 1243. Defendants had an ongoing duty to Plaintiff and Oklahoma State Class members to
24 refrain from unfair or deceptive practices under the Oklahoma CPA in the course of their
25 business. Specifically, Defendants owed Plaintiff and Oklahoma State Class members a duty to
26 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
27 because they possessed exclusive knowledge, they intentionally concealed the defect from
28

1 Plaintiffs and Oklahoma State Class members, and/or they made misrepresentations that were
2 misleading because they were contradicted by withheld facts.

3 1244. Defendants' violations present a continuing risk to Plaintiff and Oklahoma State
4 Class members, as well as to the general public. Defendants' unlawful acts and practices
5 complained of herein affect the public interest.

6 1245. Oklahoma State Class members suffered ascertainable loss and actual damages as
7 a direct and proximate result of Defendants' misrepresentations and concealment of and failure to
8 disclose material information. Defendants had an ongoing duty to all their customers to refrain
9 from unfair and deceptive practices under the Oklahoma CPA. All owners and lessees of Class
10 Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
11 practices made in the course of Defendants' business.

12 1246. Pursuant to Okla. Stat. Tit. 15 § 761.1, the Oklahoma State Class seeks an order
13 enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and
14 attorneys' fees, costs, and any other just and proper relief available under the Oklahoma CPA.

15 **OKLAHOMA COUNT II:**
16 **Breach of Express Warranty**
17 **Okla. Stat. Tit. 12 §§ 2-313 and 2A-210**
(On Behalf of the Oklahoma State Class)

18 1247. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
19 fully set forth herein.

20 1248. Plaintiffs Donald Roxberry (for the purposes of this count, "Plaintiff") brings this
21 claim on behalf of themselves and the Oklahoma State Class against all Defendants.

22 1249. Defendants are and were at all relevant times "merchant[s]" with respect to motor
23 vehicles under Okla. Stat. Tit. 12A §§ 2-104(1) and 2-1103(3), and "sellers" of motor vehicles
24 under § 2A-103(1)(t).

25 1250. With respect to leases, Defendants are and were at all relevant times "lessors" of
26 motor vehicles under Okla. Stat. Tit. 12A § 2A-103(1)(p).

27 1251. The Class Vehicles are and were at all relevant times "goods" within the meaning
28 of Okla. Stat. Tit. 12A §§ 2-105(1) and 2A-103(1)(h).

1 1252. In connection with the purchase or lease of Class Vehicles, Defendants provided
2 Plaintiff and Oklahoma State Class members with written express warranties covering the repair
3 or replacement of components that are defective in materials or workmanship.

4 1253. Defendants' warranties formed the basis of the bargain that was reached when
5 Plaintiff and Oklahoma State Class members unknowingly purchased or leased Class Vehicles
6 that came equipped with the SDM Calibration Defect.

7 1254. However, Defendants knew or should have known that the warranties were false
8 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
9 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
10 were sold and leased to Plaintiff and Oklahoma State Class members.

11 1255. Plaintiffs and Oklahoma State Class members reasonably relied on the
12 Defendants' express warranties when purchasing or leasing their Class Vehicles.

13 1256. Defendants knowingly breached their express warranties to repair defects in
14 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
15 Defendants also breached their express warranties by providing a product containing defects that
16 were never disclosed to Plaintiff and Oklahoma State Class members.

17 1257. Plaintiff and Oklahoma State Class members have provided the Defendants with
18 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
19 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
20 NHTSA complaints and individual lawsuits, as detailed herein.

21 1258. Alternatively, any opportunity to cure the breach is unnecessary and futile.

22 1259. As a direct and proximate result of the Defendants' breach of express warranties,
23 Plaintiffs and Oklahoma State Class members have been damaged in an amount to be proven at
24 trial.

OKLAHOMA COUNT III:
Breach of Implied Warranty of Merchantability
Okla. Stat. Tit. 12A §§ 2-314 and 2A-212
(On Behalf of the Oklahoma State Class)

1260. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1261. Plaintiff Donald Roxberry (for the purposes of this count, “Plaintiffs”) brings this claim on behalf of themselves and the Oklahoma State Class against all Defendants.

1262. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Okla. Stat. Tit. 12A §§ 2-104(1) and 2-1103(3), and “sellers” of motor vehicles under § 2A-103(1)(t).

1263. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Okla. Stat. Tit. 12A § 2A-103(1)(p).

1264. The Class Vehicles are and were at all relevant times “goods” within the meaning of Okla. Stat. Tit. 12A §§ 2-105(1) and 2A-103(1)(h).

1265. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Okla. Stat. Tit. 12A §§ 2-314 and 2A-212.

1266. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1267. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1268. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1269. As a direct and proximate result of Defendants’ breach of the implied warranty of merchantability, Plaintiff and Oklahoma State Class members have been damaged in an amount to be proven at trial.

25. Oregon

**OREGON COUNT I:
Violations of the Oregon Unlawful Trade Practices Act
Or. Rev. Stat. § 646.605, *et seq.*
(On Behalf of the Oregon State Class)**

1270. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

1271. Plaintiff Stephen Miles (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Oregon State Class against all Defendants.

1272. Plaintiff, Defendants, and the Oregon State Class are “persons” within the meaning of Or. Rev. Stat. § 646.605(4).

1273. Defendants are engaged in “trade” or “commerce” within the meaning of Or. Rev. Stat. § 646.605(8).

1274. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits “unfair or deceptive acts conduct in trade or commerce” Or. Rev. Stat. § 646.608(1).

1275. In the course of their business, Defendants violated the Oregon UTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

1276. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce, as prohibited by Or. Rev. Stat. § 646.608(1).

1277. Defendants’ unfair or deceptive acts or practices, including misrepresentations, concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive

1 reasonable consumers, including Plaintiff and Oregon State Class members, about the true safety
2 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
3 Vehicles.

4 1278. Defendants' scheme and concealment of the SDM Calibration Defect and true
5 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
6 Oregon State Class members, as the Defendants intended. Had they known the truth, Plaintiff and
7 Oregon State Class members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 1279. Plaintiff and Oregon State Class members had no way of discerning that
10 Defendants' representations were false and misleading and/or otherwise learning the facts that
11 Defendants had concealed or failed to disclose. Plaintiff and Oregon State Class members did not,
12 and could not, unravel Defendants' deception on their own.

13 1280. Defendants had an ongoing duty to Plaintiff and Oregon State Class members to
14 refrain from unfair or deceptive practices under the Oregon UTPA in the course of their business.
15 Specifically, Defendants owed Plaintiff and Oregon State Class members a duty to disclose all the
16 material facts concerning the SDM Calibration Defect in the Class Vehicles because they
17 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and Oregon
18 State Class members, and/or they made misrepresentations that were misleading because they
19 were contradicted by withheld facts.

20 1281. Defendants' violations present a continuing risk to Plaintiff and Oregon State
21 Class members, as well as to the general public. Defendants' unlawful acts and practices
22 complained of herein affect the public interest.

23 1282. Plaintiff and Oregon State Class members suffered ascertainable loss and actual
24 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
25 and failure to disclose material information. Defendants had an ongoing duty to all their
26 customers to refrain from unfair and deceptive practices under the Oregon UTPA. All owners and
27 lessees of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and
28 unfair acts and practices made in the course of Defendants' business.

1283. Pursuant to Or. Rev. Stat. § 646.638, the Oregon State Class seeks an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Oregon UTPA.

OREGON COUNT II:
Breach of Express Warranty
Or. Rev. Stat. §§ 72.3130 and 72A.2100
(On Behalf of the Oregon State Class)

1284. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1285. Plaintiff Stephen Miles (for the purposes of this count, "Plaintiff") brings this claim on behalf of himself and the Oregon State Class against all Defendants.

1286. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and "sellers" of motor vehicles under § 72.1030(1)(d).

1287. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

1288. The Class Vehicles are and were at all relevant times "goods" within the meaning of Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

1289. In connection with the purchase or lease of Class Vehicles, Defendants provided Plaintiff and Oregon State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1290. Defendants' warranties formed the basis of the bargain that was reached when Plaintiff and Oregon State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1291. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiff and Oregon State Class members.

1292. Plaintiff and Oregon State Class members reasonably relied on the Defendants' express warranties when purchasing or leasing their Class Vehicles.

1293. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiff and Oregon State Class members.

1294. Plaintiff and Oregon State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1295. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1296. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiffs and Michigan State Class members have been damaged in an amount to be proven at trial.

**OREGON COUNT III:
Breach of Implied Warranty of Merchantability
Or. Rev. Stat. §§ 72.3140 and 72A.2120
(On Behalf of the Oregon State Class)**

1297. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1298. Plaintiff Stephen Miles (for the purposes of this count, "Plaintiff") brings this claim on behalf of himself and the Oregon State Class against all Defendants.

1299. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and "sellers" of motor vehicles under § 72.1030(1)(d).

1300. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

1301. The Class Vehicles are and were at all relevant times "goods" within the meaning of Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

1302. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Or. Rev. Stat. §§ 72.3140 and 72A-2120.

1303. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1304. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1305. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1306. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Oregon State Class members have been damaged in an amount to be proven at trial.

26. Pennsylvania

PENNSYLVANIA COUNT I: Violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law 73 P.S. § 201-1 *et seq.* (On Behalf of the Pennsylvania State Class)

1307. Plaintiffs incorporate by reference all allegations in this Complaint as though fully set forth herein.

1308. Plaintiffs Bruce Heise, Michael Romania, Rex Hartman, and William Endress (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Pennsylvania State Class against all Defendants.

1309. Plaintiffs, Defendants, and the Pennsylvania State Class are "persons" within the meaning of 73 P.S. § 201-2(2).

1310. Defendants engaged in “trade” or “commerce” within the meaning of 73 P.S. § 201-2(3).

1311. The Pennsylvania Unfair Trade Practices Act (“Pennsylvania UTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” 73 P.S. § 201-3.

1312. In the course of their business, Defendants violated the Pennsylvania UTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

1313. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, Defendants engaged in one or more unfair or deceptive business practices prohibited by the Pennsylvania UTPA:

a. Representing that the Class Vehicles and/or the SDM Calibration system have characteristics, uses, benefits, and qualities which they do not have.

b. Representing that the Class Vehicles and/or the SDM Calibration system are of a particular standard, quality, and grade when they are not.

c. Advertising the Class Vehicles and/or the SDM Calibration system with the intent not to sell or lease them as advertised.

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

1314. Defendants’ unfair or deceptive acts or practices, including misrepresentations, concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including the Plaintiffs and Pennsylvania State Class members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class Vehicles.

1315. Defendants’ scheme and concealment of the SDM Calibration Defect in the Class Vehicles were material to the Plaintiffs and Pennsylvania State Class members, as Defendants

1 intended. Had they known the truth, Plaintiffs and Pennsylvania State Class members would not
2 have purchased or leased the Class Vehicles, or would have paid significantly less for them.

3 1316. Plaintiffs and Pennsylvania State Class members had no way of discerning that the
4 Defendants' representations were false and misleading and/or otherwise learning the facts that the
5 Defendants had concealed or failed to disclose. Plaintiffs and Pennsylvania State Class members
6 did not, and could not, unravel the Defendants' deception on their own.

7 1317. Defendants had an ongoing duty to Plaintiffs and Pennsylvania State Class
8 members to refrain from unfair or deceptive practices under the Pennsylvania UTPA in the course
9 of their business. Specifically, Defendants owed Plaintiffs and Pennsylvania State Class members
10 a duty to disclose all the material facts concerning the SDM Calibration Defect in the Class
11 Vehicles because they possessed exclusive knowledge, they intentionally concealed the defect
12 from Plaintiffs and Pennsylvania State Class members, and/or they made misrepresentations that
13 were misleading because they were contradicted by withheld facts

14 1318. Defendants' violations present a continuing risk to the Pennsylvania State Class as
15 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
16 the public interest.

17 1319. Plaintiffs and Pennsylvania State Class members suffered ascertainable loss and
18 actual damages as a direct and proximate result of Defendants' misrepresentations and
19 concealment of and failure to disclose material information. Defendants had an ongoing duty to
20 all their customers to refrain from unfair and deceptive practices under the Pennsylvania UTPA.
21 All owners of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and
22 unfair acts and practices made in the course of Defendants' business.

23 1320. As a direct and proximate result of Defendants' violations of the Pennsylvania
24 UTPA, Pennsylvania State Class members have suffered injury-in-fact and/or actual damage.

25 1321. Pursuant to 73 P.S. § 201-9.2(a), Plaintiffs and the Pennsylvania State Class seek
26 an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive
27 damages, and attorneys' fees, costs, and any other just and proper relief available under the
28 Pennsylvania UTPA.

**PENNSYLVANIA COUNT II:
Breach of Express Warranty
13. Pa. Cons. Stat. §§ 2313 and 2A210
(On Behalf of the Pennsylvania State Class)**

1322. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1323. Plaintiffs Bruce Heise, Michael Romania, Rex Hartman, and William Endress (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Pennsylvania State Class against all Defendants.

1324. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and “sellers” of motor vehicles under § 2103(a).

1325. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

1326. The Class Vehicles are and were at all relevant times “goods” within the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

1327. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiffs and Pennsylvania State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1328. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiffs and Pennsylvania State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1329. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiffs and Pennsylvania State Class members.

1330. Plaintiffs and Pennsylvania State Class members reasonably relied on the Defendants’ express warranties when purchasing or leasing their Class Vehicles.

1331. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiffs and Pennsylvania State Class members.

1332. Plaintiffs and Pennsylvania State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1333. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1334. As a direct and proximate result of Defendants' breach of express warranties, Plaintiffs and Pennsylvania State Class members have been damaged in an amount to be determined at trial.

**PENNSYLVANIA COUNT III:
Breach of Implied Warranty of Merchantability
13. Pa. Cons. Stat. §§ 2314 and 2A212
(On Behalf of the Pennsylvania State Class)**

1335. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1336. Plaintiffs Bruce Heise, Michael Romania, Rex Hartman, and William Endress (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Pennsylvania State Class against all Defendants.

1337. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and "sellers" of motor vehicles under § 2103(a).

1338. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

1339. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

1340. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212.

1341. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1342. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1343. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1344. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Pennsylvania State Class members have been damaged in an amount to be proven at trial.

27. South Carolina

SOUTH CAROLINA COUNT I: Violations of the South Carolina Unfair Trade Practices Act S.C. Code Ann. § 39-5-10 *et seq.* (On Behalf of the South Carolina State Class)

1345. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1346. Plaintiffs Lisa Gerould and Andrew Lawson, (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the South Carolina State Class against all Defendants.

1347. Defendants and the South Carolina State Class are "persons" within the meaning of S.C. Code § 39-5-10(a).

1 1348. Defendants are engaged in “trade” or “commerce” within the meaning of S.C.
2 Code § 39-5-10(b).

3 1349. The South Carolina Unfair Trade Practices Act (“South Carolina UTPA”)
4 prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” S.C.
5 Code § 39-5-20(a).

6 1350. In the course of their business, Defendants violated the South Carolina UTPA by
7 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
8 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
9 above.

10 1351. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
11 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
12 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
13 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
14 conduct of any trade or commerce, as prohibited by S.C. Code Ann. § 39-5-20(a).

15 1352. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
16 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
17 mislead and create a false impression in consumers, and were likely to and did in fact deceive
18 reasonable consumers, including Plaintiffs and South Carolina State Class members, about the
19 true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value
20 of the Class Vehicles.

21 1353. Defendants’ scheme and concealment of the SDM Calibration Defect and true
22 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
23 and South Carolina State Class members, as the Defendants intended. Had they known the truth,
24 Plaintiffs and South Carolina State Class members would not have purchased or leased the Class
25 Vehicles, or would have paid significantly less for them.

26 1354. Plaintiffs and South Carolina State Class members had no way of discerning that
27 Defendants’ representations were false and misleading and/or otherwise learning the facts that
28

1 Defendants had concealed or failed to disclose. Plaintiffs and South Carolina State Class
2 members did not, and could not, unravel Defendants' deception on their own.

3 1355. Defendants had an ongoing duty to Plaintiffs and South Carolina State Class
4 members to refrain from unfair or deceptive practices under the South Carolina UTPA in the
5 course of their business. Specifically, Defendants owed Plaintiffs and South Carolina State Class
6 members a duty to disclose all the material facts concerning the SDM Calibration Defect in the
7 Class Vehicles because they possessed exclusive knowledge, they intentionally concealed the
8 defect from Plaintiffs and South Carolina State Class members, and/or they made
9 misrepresentations that were misleading because they were contradicted by withheld facts.

10 1356. Defendants' violations present a continuing risk to Plaintiffs and South Carolina
11 State Class members, as well as to the general public. Defendants' unlawful acts and practices
12 complained of herein affect the public interest.

13 1357. Plaintiffs and the South Carolina State Class suffered ascertainable loss and actual
14 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
15 and failure to disclose material information.

16 1358. Pursuant to S.C. Code § 39-5-140(a), Plaintiffs and the South Carolina State Class
17 seek an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, treble
18 damages for willful and knowing violations, punitive damages, and attorneys' fees, costs, and any
19 other just and proper relief available under the South Carolina UTPA.

20 **SOUTH CAROLINA COUNT II:**
21 **Violations of the South Carolina Regulation of Manufacturers,**
22 **Distributors, & Dealers Act**
23 **S.C. Code Ann. § 56-15-10 *et seq.***
(On Behalf of the South Carolina State Class)

24 1359. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
25 forth herein.

26 1360. Plaintiffs Lisa Gerould and Andrew Lawson, (for the purposes of this count,
27 "Plaintiffs") bring this claim on behalf of themselves and the South Carolina State Class against
28 all Defendants.

1 1361. Defendants are “manufacturer[s]” as set forth in S.C. Code Ann. § 56-15-10, as it
2 is engaged in the business of manufacturing or assembling new and unused motor vehicles.

3 1362. Defendants committed unfair or deceptive acts or practices that violated the South
4 Carolina Regulation of Manufacturers, Distributors, and Dealers Act (“Dealers Act”), S.C. Code
5 Ann. § 56-15-30.

6 1363. Defendants engaged in actions which were arbitrary, in bad faith, unconscionable,
7 and which caused damage to the South Carolina State Class and to the public.

8 1364. Defendants’ bad faith and unconscionable actions include, but are not limited to:
9 (1) representing that Class Vehicles have characteristics, uses, benefits, and qualities which they
10 do not have, (2) representing that Class Vehicles are of a particular standard, quality, and grade
11 when they are not, (3) advertising Class Vehicles with the intent not to sell them as advertised, (4)
12 representing that a transaction involving Class Vehicles confers or involves rights, remedies, and
13 obligations which it does not, and (5) representing that the subject of a transaction involving
14 Class Vehicles has been supplied in accordance with a previous representation when it has not.

15 1365. Defendants resorted to and used false and misleading advertisements in connection
16 with their business. As alleged above, Defendants made numerous material statements about the
17 safety and reliability of the Class Vehicles that were either false or misleading. Each of these
18 statements contributed to the deceptive context of Defendants’ unlawful advertising and
19 representations as a whole.

20 1366. Pursuant to S.C. Code Ann. § 56-15-110(2), Plaintiffs bring this action on behalf
21 of themselves and the South Carolina State Class, as the action is one of common or general
22 interest to many persons and the parties are too numerous to bring them all before the court.

23 1367. The South Carolina State Class is entitled to double their actual damages, the cost
24 of the suit, attorney’s fees pursuant to S.C. Code Ann. § 56-15-110. Plaintiffs also seek injunctive
25 relief under S.C. Code Ann. § 56-15-110.

**SOUTH CAROLINA COUNT III:
Breach of Express Warranty
S.C. Code §§ 36-2-313 and 36-2A-210
(On Behalf of the South Carolina State Class)**

1368. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1369. Plaintiffs Lisa Gerould and Andrew Lawson, (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the South Carolina State Class against all Defendants.

1370. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under S.C. Code §§ 36-2-104(1) and 36-2A-103(1)(t), and “sellers” of motor vehicles under § 36-2-103(1)(d).

1371. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under S.C. Code § 36-2A-103(1)(p).

1372. All South Carolina State Class members who purchased Class Vehicles in South Carolina are “buyers” within the meaning of S.C. Code Ann. § 36-2-103(1)(a).

1373. All South Carolina State Class members who leased Class Vehicles in South Carolina are “lessees” within the meaning of S.C. Code Ann. § 36-2A-103(1)(n).

1374. The Class Vehicles are and were at all relevant times “goods” within the meaning of S.C. Code §§ 36-2-105(1) and 36-2A-103(1)(h).

1375. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiffs and South Carolina State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1376. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiffs and South Carolina State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1377. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the

1 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
2 were sold and leased to Plaintiffs and South Carolina State Class members.

3 1378. Plaintiffs and South Carolina State Class members reasonably relied on the
4 Defendants' express warranties when purchasing or leasing their Class Vehicles.

5 1379. Defendants knowingly breached their express warranties to repair defects in
6 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
7 Defendants also breached their express warranties by providing a product containing defects that
8 were never disclosed to Plaintiffs and South Carolina State Class members.

9 1380. Plaintiffs and South Carolina State Class members have provided the Defendants
10 with reasonable notice and opportunity to cure the breaches of their express warranties by way of
11 letter sent by Plaintiffs on August 20, 2021 and numerous public NHTSA complaints.

12 1381. Alternatively, any opportunity to cure the breach is unnecessary and futile.

13 1382. As a direct and proximate result of Defendants' breach of express warranties,
14 South Carolina State Class members have been damaged in an amount to be determined at trial.

15 **SOUTH CAROLINA COUNT IV:**
16 **Breach of Implied Warranty of Merchantability**
17 **S.C. Code §§ 36-2-314 and 36-2A-212**
(On Behalf of the South Carolina State Class)

18 1383. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
19 forth herein.

20 1384. Plaintiffs Lisa Gerould and Andrew Lawson, (for the purposes of this count,
21 "Plaintiffs") bring this claim on behalf of themselves and the South Carolina State Class against
22 all Defendants.

23 1385. Defendants are and were at all relevant times "merchant[s]" with respect to motor
24 vehicles under S.C. Code §§ 36-2-104(1) and 36-2A-103(1)(t), and "sellers" of motor vehicles
25 under § 36-2-103(1)(d).

26 1386. With respect to leases, Defendants are and were at all relevant times "lessors" of
27 motor vehicles under S.C. Code § 36-2A-103(1)(p).
28

1387. Plaintiffs and South Carolina State Class members who purchased Class Vehicles in South Carolina are “buyers” within the meaning of S.C. Code Ann. § 36-2-103(1)(a).

1388. Plaintiffs and South Carolina State Class members who leased Class Vehicles in South Carolina are “lessees” within the meaning of S.C. Code Ann. § 36-2A-103(1)(n).

1389. The Class Vehicles are and were at all relevant times “goods” within the meaning of S.C. Code §§ 36-2-105(1) and 36-2A-103(1)(h).

1390. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to S.C. Code §§ 36-2-314 and 36-2A-212.

1391. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1392. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1393. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1394. As a direct and proximate result of Defendants’ breach of the implied warranty of merchantability, South Carolina State Class members have been damaged in an amount to be proven at trial.

28. Tennessee

TENNESSEE COUNT I: Violations of the Tennessee Consumer Protection Act Tenn. Code Ann. § 47-18-101 *et seq.* (On Behalf of the Tennessee State Class)

1395. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1 1396. Plaintiffs Gary Owens and Stephen Loyd (for the purposes of this count,
2 “Plaintiffs”) bring this claim on behalf of themselves and the Tennessee State Class against all
3 Defendants.

4 1397. Tennessee State Class members are “natural persons” and “consumers” within the
5 meaning of Tenn. Code § 47-18-103(2). Defendants are “person[s]” within the meaning of Tenn.
6 Code § 47-18-103(9).

7 1398. Defendants are engaged in “trade” or “commerce” or “consumer transactions”
8 within the meaning Tenn. Code § 47-18-103(9).

9 1399. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits “unfair or
10 deceptive acts or practices affecting the conduct of any trade or commerce.” Tenn. Code § 47-18-
11 104.

12 1400. In the course of their business, Defendants violated the Tennessee CPA by
13 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
14 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
15 above.

16 1401. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
17 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
18 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
19 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
20 conduct of any trade or commerce, as prohibited by Tenn. Code § 47-18-104.

21 1402. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
22 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
23 mislead and create a false impression in consumers, and were likely to and did in fact deceive
24 reasonable consumers, including Plaintiffs and Tennessee State Class members, about the true
25 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
26 Class Vehicles.

27 1403. Defendants’ scheme and concealment of the SDM Calibration Defect and true
28 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs

1 and Tennessee State Class members, as the Defendants intended. Had they known the truth,
2 Plaintiffs and Tennessee State Class members would not have purchased or leased the Class
3 Vehicles, or would have paid significantly less for them.

4 1404. Plaintiffs and Tennessee State Class members had no way of discerning that
5 Defendants' representations were false and misleading and/or otherwise learning the facts that
6 Defendants had concealed or failed to disclose. Plaintiffs and Tennessee State Class members did
7 not, and could not, unravel Defendants' deception on their own.

8 1405. Defendants had an ongoing duty to Plaintiffs and Tennessee State Class members
9 to refrain from unfair or deceptive practices under the Tennessee CPA in the course of their
10 business. Specifically, Defendants owed Plaintiffs and Tennessee State Class members a duty to
11 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
12 because they possessed exclusive knowledge, they intentionally concealed the defect from
13 Plaintiffs and Tennessee State Class members, and/or they made misrepresentations that were
14 misleading because they were contradicted by withheld facts.

15 1406. Defendants' violations present a continuing risk to Plaintiffs and the Tennessee
16 State Class as well as to the general public. Defendants' unlawful acts and practices complained
17 of herein affect the public interest.

18 1407. Tennessee State Class members suffered ascertainable loss and actual damages as
19 a direct and proximate result of Defendants' misrepresentations and concealment of and failure to
20 disclose material information. Defendants had an ongoing duty to all their customers to refrain
21 from unfair and deceptive practices under the Tennessee CPA. All owners of Class Vehicles
22 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
23 in the course of Defendants' business.

24 1408. Pursuant to Tenn. Code § 47-18-109, Plaintiffs and the Tennessee State Class
25 seeks an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, treble
26 damages for willful and knowing violations, pursuant to § 47-18-109(a)(3), punitive damages,
27 and attorneys' fees, costs, and any other just and proper relief to the extent available under the
28 Tennessee CPA.

**TENNESSEE COUNT II:
Breach of Express Warranty
Tenn. Code Ann. §§ 47-2-313 and 47-2A-210
(On Behalf of the Tennessee State Class)**

1409. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1410. Plaintiffs Gary Owens and Stephen Loyd (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Tennessee State Class against all Defendants.

1411. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and “sellers” of motor vehicles under § 47-2-103(1)(d).

1412. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Tenn. Code § 47-2A-103(1)(p).

1413. The Class Vehicles are and were at all relevant times “goods” within the meaning of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

1414. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiffs and Tennessee State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1415. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiffs and Tennessee State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1416. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiffs and Tennessee State Class members.

1417. Plaintiffs and Tennessee State Class members reasonably relied on the Defendants’ express warranties when purchasing or leasing their Class Vehicles.

1418. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiffs and Tennessee State Class members.

1419. Plaintiffs and Tennessee State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021 and numerous public NHTSA complaints.

1420. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1421. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiffs and Tennessee State Class members have been damaged in an amount to be proven at trial.

**TENNESSEE COUNT III:
Breach of Implied Warranty of Merchantability
Tenn. Code Ann. §§ 47-2-314 and 47-2A-212
(On Behalf of the Tennessee State Class)**

1422. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1423. Plaintiffs Gary Owens and Stephen Loyd (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Tennessee State Class against all Defendants.

1424. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "sellers" of motor vehicles under § 47-2-103(1)(d).

1425. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Tenn. Code § 47-2A-103(1)(p).

1426. The Class Vehicles are and were at all relevant times "goods" within the meaning of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

1427. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Tenn. Code §§ 47-2-314 and 47-2A-212.

1428. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1429. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021 and numerous public NHTSA complaints.

1430. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1431. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Tennessee State Class members have been damaged in an amount to be proven at trial.

29. Texas

TEXAS COUNT I: Violations of the Deceptive Trade Practices Act Tex. Bus. & Com. Code § 17.41, *et seq.* (On Behalf of the Texas State Class)

1432. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1433. Plaintiffs Ira Bondsteel, Ric Batten, Larry Paetzold (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Texas State Class against all Defendants.

1434. Plaintiffs and the Texas State Class are "consumers" pursuant to Tex. Bus. & Com. Code § 17.45(4); Tex. Bus. & Com. Code § 17.41.

1435. Defendants are "person[s]" within the meaning of Tex. Bus. & Com. Code § 17.45(3).

1436. Defendants engaged in “trade” or “commerce” or “consumer transactions” within the meaning Tex. Bus. & Com. Code § 17.46(a).

1437. The Texas Deceptive Trade Practices – Consumer Protection Act (“Texas DTPA”) prohibits “false, misleading, or deceptive acts or practices in the conduct of any trade or commerce,” Tex. Bus. & Com. Code § 17.46(a), and an “unconscionable action or course of action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.” Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

1438. In the course of their business, Defendants concealed and suppressed material facts concerning the Class Vehicles, as detailed above. Specifically, Defendants misrepresented the Class Vehicles as safe and/or free from defects and failed to disclose and actively concealed the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, including serious injury or death. These acts and practices were unconscionable, and to the Texas Plaintiffs’ and Texas State Class members’ detriment, took advantage of their lack of knowledge, ability, experience, or capacity to a grossly unfair degree.

1439. Defendants thus violated the Act by, at minimum:

- a. representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have;
- b. representing that Class Vehicles are of a particular standard, quality, and grade when they are not;
- c. advertising Class Vehicles with the intent not to sell or lease them as advertised.

Tex. Bus. & Com. Code Ann. §§ 17.46(5), (7), and (9).

1440. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles with intent to mislead Plaintiffs and the Texas State Class.

1441. Defendants knew or should have known that their conduct violated the Texas DTPA.

1 1442. Plaintiffs and Texas State Class members had no way of discerning that the
2 Defendants' representations were false and misleading and/or otherwise learning the facts that the
3 Defendants had concealed or failed to disclose. Plaintiffs and Texas State Class members did not,
4 and could not, unravel the Defendants' deception on their own.

5 1443. Defendants owed Plaintiffs and the Texas State Class a duty to disclose the safety
6 risks associated with the SDM Calibration Defect, the true nature of the Class Vehicles, because
7 Defendants possessed exclusive knowledge that they were manufacturing, selling, and
8 distributing vehicles throughout the United States that did not perform as advertised; intentionally
9 concealed the foregoing from regulators and Texas State Class members; and/or made incomplete
10 representations about the Class Vehicles' airbag and safety features while purposefully
11 withholding material facts that contradicted these representations.

12 1444. Defendants' concealment of the true characteristics of the Class Vehicles' safety
13 systems was material to Plaintiffs and the Texas State Class.

14 1445. Defendants' unfair or deceptive acts or practices were likely to and did in fact
15 deceive regulators and reasonable consumers, including Plaintiffs and the Texas State Class,
16 about the true safety features of the Class Vehicles, the quality of the Defendants' brands, and the
17 true value of the Class Vehicles.

18 1446. Defendants' violations present a continuing risk to Plaintiffs and the Texas State
19 Class as well as to the general public. Defendants' unlawful acts and practices complained of
20 herein affect the public interest.

21 1447. Plaintiffs and Texas State Class members suffered ascertainable loss and actual
22 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
23 and failure to disclose material information.

24 1448. Pursuant to Tex. Bus. & Com. Code § 17.50, the Texas State Class seeks an order
25 enjoining Defendants' unfair and/or deceptive acts or practices, damages, multiple damages for
26 knowing and intentional violations, pursuant to § 17.50(b)(1), punitive damages, and attorneys'
27 fees, costs, and any other just and proper relief available under the Texas DTPA.
28

1449. Pursuant to Tex. Bus. & Com. Code Ann. § 17.505, Plaintiffs sent notice letters to Defendants informing them of the issues raised in this count and this Complaint on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein. The Texas State Class seeks all damages and relief to which it is entitled.

**TEXAS COUNT II:
Breach of Express Warranty
Tex. Bus. & Com. Code §§ 2.313 and 2A.210
(On Behalf of the Texas State Class)**

1450. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1451. Plaintiffs Ira Bondsteel, Ric Batten, Larry Paetzold (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Texas State Class against all Defendants.

1452. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Tex. Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and “sellers” of motor vehicles under § 2.103(a)(4).

1453. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

1454. All Texas State Class members who purchased Class Vehicles are “buyers” within the meaning of Tex. Bus. & Com. Code Ann. § 2.103(a)(1).

1455. All Texas State Class members who leased Class Vehicles “lessees” within the meaning of Tex. Bus. & Com. Code Ann. § 2A.103(a)(14).

1456. The Class Vehicles are and were at all relevant times “goods” within the meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

1457. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiffs and Texas State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1458. Defendants' warranties formed the basis of the bargain that was reached when Plaintiffs and Texas State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1459. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiffs and Texas State Class members.

1460. Plaintiffs and Texas State Class members reasonably relied on the Defendants' express warranties when purchasing or leasing their Class Vehicles.

1461. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiffs and Texas State Class members.

1462. Plaintiffs and Texas State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1463. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1464. As a direct and proximate result of Defendants' breach of express warranties, Plaintiffs and Texas State Class members have been damaged in an amount to be proven at trial.

TEXAS COUNT III:
Breach of Implied Warranty of Merchantability
Tex. Bus. & Com. Code §§ 2.314 and 2A.212
(On Behalf of the Texas State Class)

1465. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1466. Plaintiffs Ira Bondsteel, Ric Batten, Larry Paetzold (for the purposes of this count, "Plaintiffs") bring this claim on behalf of themselves and the Texas State Class against all Defendants.

1 1467. Defendants are and were at all relevant times “merchant[s]” with respect to motor
2 vehicles under Tex. Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and “sellers” of motor
3 vehicles under § 2.103(a)(4)

4 1468. With respect to leases, Defendants are and were at all relevant times “lessors” of
5 motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

6 1469. All Texas State Class members who purchased Class Vehicles are “buyers” within
7 the meaning of Tex. Bus. & Com. Code Ann. § 2.103(a)(1).

8 1470. All Texas State Class members who leased Class Vehicles “lessees” within the
9 meaning of Tex. Bus. & Com. Code Ann. § 2A.103(a)(14).

10 1471. The Class Vehicles are and were at all relevant times “goods” within the meaning
11 of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

12 1472. A warranty that the Class Vehicles were in merchantable condition and fit for the
13 ordinary purpose for which vehicles are used is implied by law pursuant to Tex. Bus. & Com.
14 Code §§ 2.314 and 2A.212.

15 1473. The Class Vehicles did not comply with the implied warranty of merchantability
16 because, at the time of sale and at all times thereafter, they were defective and not in
17 merchantable condition, would not pass without objection in the trade, and were not fit for the
18 ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the
19 SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an
20 accident, rendering the Class Vehicles inherently defective and dangerous.

21 1474. Defendants were provided reasonable notice of these issues by way of a letter sent
22 by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual
23 lawsuits, as detailed herein.

24 1475. Alternatively, any opportunity to cure the breach is unnecessary and futile.

25 1476. As a direct and proximate result of Defendants’ breach of the implied warranty of
26 merchantability, Plaintiffs and Texas State Class members have been damaged in an amount to be
27 proven at trial.
28

1 **30. Utah**

2 **UTAH COUNT I:**
3 **Violations of the Utah Consumer Sales Practices Act**
4 **Utah Code Ann. §§ 13-11-1 *et seq.***
5 **(On Behalf of the Utah State Class)**

6 1477. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

7 1478. Plaintiff Delana Petersen (for the purposes of this count, “Plaintiff”) brings this claim on behalf of herself and the Utah State Class against all Defendants.

8 1479. Plaintiff and Utah State Class members are “persons” under the Utah Consumer Sales Practices Act (“Utah CSPA”), Utah Code § 13-11-3(5). The sales and leases of the Class Vehicles to Plaintiff and Utah State Class members were “consumer transactions” within the meaning of Utah Code § 13-11-3(2).

13 1480. Defendants are “supplier[s]” within the meaning of Utah Code § 13-11-3(6).

14 1481. The Utah CSPA makes unlawful any “deceptive act or practice by a supplier in connection with a consumer transaction.” Specifically, “a supplier commits a deceptive act or practice if the supplier knowingly or intentionally: (a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not” or “(b) indicates that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not.” Utah Code § 13-11-4. “An unconscionable act or practice by a supplier in connection with a consumer transaction” also violates the Utah CSPA. Utah Code § 13-11-5.

22 1482. In the course of their business, Defendants violated the Utah CSPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

25 1483. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of

1 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
2 conduct of any trade or commerce, as prohibited by the Utah CSPA.

3 1484. Defendants' unfair or deceptive acts or practices, including misrepresentations,
4 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
5 mislead and create a false impression in consumers, and were likely to and did in fact deceive
6 reasonable consumers, including Plaintiff and Utah State Class members, about the true safety
7 and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class
8 Vehicles.

9 1485. Defendants' scheme and concealment of the SDM Calibration Defect and true
10 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
11 Utah State Class members, as the Defendants intended. Had they known the truth, Plaintiff and
12 Utah State Class members would not have purchased or leased the Class Vehicles, or would have
13 paid significantly less for them.

14 1486. Plaintiff and Utah State Class members had no way of discerning that Defendants'
15 representations were false and misleading and/or otherwise learning the facts that Defendants had
16 concealed or failed to disclose. Plaintiff and Utah State Class members did not, and could not,
17 unravel Defendants' deception on their own.

18 1487. Defendants had an ongoing duty to Plaintiff and Utah State Class members to
19 refrain from unfair or deceptive practices under the Utah CSPA in the course of their business.
20 Specifically, Defendants owed Plaintiff and Utah State Class members a duty to disclose all the
21 material facts concerning the SDM Calibration Defect in the Class Vehicles because they
22 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiff and Utah
23 State Class members, and/or they made misrepresentations that were misleading because they
24 were contradicted by withheld facts.

25 1488. Defendants' violations present a continuing risk to Plaintiff and Utah State Class
26 members, as well as to the general public. Defendants' unlawful acts and practices complained of
27 herein affect the public interest.
28

1489. Plaintiff and Utah State Class members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and concealment of and failure to disclose material information. Defendants had an ongoing duty to all their customers to refrain from unfair and deceptive practices under the Utah CSPA. All owners of Class Vehicles suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

1490. Pursuant to Utah Code Ann. § 13-11-4, Plaintiff and the Utah State Class seeks monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$2,000 for each Utah State Class member, reasonable attorneys' fees, and any other just and proper relief available under the Utah CSPA.

**UTAH COUNT II:
Breach of Express Warranty
Utah Code §§ 70A-2-313 and 70-2A-210
(On Behalf of the Utah State Class)**

1491. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1492. Plaintiff Delana Petersen (for the purposes of this count, "Plaintiff") brings this claim on behalf of himself and the Utah State Class against all Defendants.

1493. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under Utah Code § 70A-2-104(1) and 70A-2a-103(1)(t), and "sellers" of motor vehicles under § 70A-2-103(1)(d).

1494. With respect to leases, Defendants are and were at all relevant times "lessors" of motor vehicles under Utah Code § 70A-2a-103(1)(p).

1495. The Class Vehicles are and were at all relevant times "goods" within the meaning of Utah Code §§ 70A-2-105(1) and 70A-2a-103(1)(h).

1496. In connection with the purchase or lease of Class Vehicles, Defendants provided Plaintiff and Utah State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1497. Defendants' warranties formed the basis of the bargain that was reached when Plaintiff and Utah State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1498. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiff and Utah State Class members.

1499. Plaintiff and Utah State Class members reasonably relied on the Defendants' express warranties when purchasing or leasing their Class Vehicles.

1500. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiff and Utah State Class members.

1501. Plaintiff and Utah State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1502. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1503. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiff and Utah State Class members have been damaged in an amount to be proven at trial.

**UTAH COUNT III:
Breach of Implied Warranty of Merchantability
Utah Code §§ 70A-2-314 and 70-2A-212
(On Behalf of the Utah State Class)**

1504. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1505. Plaintiff Delana Petersen (for the purposes of this count, "Plaintiff") brings this claim on behalf of herself and the Utah State Class against all Defendants.

1506. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Utah Code §§ 70A-2-104(1) and 70A-2a-103(1)(t), and “sellers” of motor vehicles under § 70A-2-103(1)(d).

1507. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Utah Code § 70A-2a-103(1)(p).

1508. The Class Vehicles are and were at all relevant times “goods” within the meaning of Utah Code §§ 70A-2-105(1) and 70A-2a-103(1)(h).

1509. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Utah Code §§ 70A-2-314 and 70A-2a-212.

1510. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1511. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021 and numerous public NHTSA complaints.

1512. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1513. As a direct and proximate result of Defendants’ breach of the implied warranty of merchantability, Plaintiff and Utah State Class members have been damaged in an amount to be proven at trial.

31. Virginia

VIRGINIA COUNT I: Violations of the Virginia Consumer Protection Act Va. Code Ann. §§ 59.1-196 *et seq.* (On Behalf of the Virginia State Class)

1514. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

1 1515. Plaintiffs Eric Leeds, Douglas Dye, Debra Knerr, and Ira Nash (for the purposes of
2 this count, “Plaintiffs”) bring this claim on behalf of themselves and the Virginia State Class
3 against all Defendants.

4 1516. Defendants and the Virginia State Class are “persons” within the meaning of Va.
5 Code § 59.1-198.

6 1517. Defendants are “supplier[s]” within the meaning of Va. Code § 59.1-198.

7 1518. The Virginia Consumer Protection Act (“Virginia CPA”) makes unlawful
8 “fraudulent acts or practices.” Va. Code § 59.1-200(A).

9 1519. In the course of their business, Defendants violated the Virginia CPA by
10 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
11 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
12 above.

13 1520. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
14 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
15 Vehicles and/or the SDM Calibration Defect, Defendants engaged in one or more unfair or
16 deceptive business practices prohibited by the Virginia CPA.

17 1521. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
18 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
19 mislead and create a false impression in consumers, and were likely to and did in fact deceive
20 reasonable consumers, including the Plaintiffs and Virginia State Class members, about the true
21 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
22 Class Vehicles.

23 1522. Defendants’ scheme and concealment of the SDM Calibration Defect in the Class
24 Vehicles were material to the Plaintiffs and Virginia State Class members, as Defendants
25 intended. Had they known the truth, Plaintiffs and Virginia State Class members would not have
26 purchased or leased the Class Vehicles, or would have paid significantly less for them.

27 1523. Plaintiffs and Virginia State Class members had no way of discerning that the
28 Defendants’ representations were false and misleading and/or otherwise learning the facts that the

1 Defendants had concealed or failed to disclose. Plaintiffs and Virginia State Class members did
2 not, and could not, unravel the Defendants' deception on their own.

3 1524. Defendants had an ongoing duty to Plaintiffs and Virginia State Class members to
4 refrain from unfair or deceptive practices under the Virginia CPA in the course of their business.
5 Specifically, Defendants owed Plaintiffs and Virginia State Class members a duty to disclose all
6 the material facts concerning the SDM Calibration Defect in the Class Vehicles because they
7 possessed exclusive knowledge, they intentionally concealed the defect from Plaintiffs and
8 Virginia State Class members, and/or they made misrepresentations that were misleading because
9 they were contradicted by withheld facts.

10 1525. Defendants thus violated the Act by, at minimum: representing that Class Vehicles
11 have characteristics, uses, benefits, and qualities which they do not have; representing that Class
12 Vehicles are of a particular standard, quality, and grade when they are not; advertising Class
13 Vehicles with the intent not to sell or lease them as advertised; and representing that the subject of
14 a transaction involving Class Vehicles has been supplied in accordance with a previous
15 representation when it has not.

16 1526. Defendants intentionally and knowingly misrepresented material facts regarding
17 the Class Vehicles with intent to mislead the Virginia State Class.

18 1527. Defendants knew or should have known that their conduct violated the Virginia
19 CPA.

20 1528. Defendants' violations present a continuing risk to the Virginia State Class as well
21 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
22 public interest.

23 1529. Virginia State Class members suffered ascertainable loss and actual damages as a
24 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
25 disclose material information. Defendants had an ongoing duty to all their customers to refrain
26 from unfair and deceptive practices under the Virginia CPA. All owners of Class Vehicles
27 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
28 in the course of Defendants' business.

1 1530. Pursuant to Va. Code § 59.1-204(A)–(B), the Virginia State Class is entitled to the
 2 greater of actual damages or \$500 for each Virginia State Class member, attorneys’ fees, and
 3 costs. Because Defendants’ actions were willful, Virginia State Class members should each
 4 receive the greater of treble damages or \$1,000. *Id.*

5 **VIRGINIA COUNT II:**
 6 **Breach of Express Warranty**
 7 **Va. Code §§ 8.2-313 and 8.2A-210**
 (On Behalf of the Virginia State Class)

8 1531. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
 9 fully set forth herein.

10 1532. Plaintiffs Eric Leeds, Douglas Dye, Debra Knerr, and Ira Nash (for the purposes of
 11 this count, “Plaintiffs”) bring this claim on behalf of themselves and the Virginia State Class
 12 against all Defendants.

13 1533. Defendants are and were at all relevant times “merchant[s]” with respect to motor
 14 vehicles under Va. Code §§ 8.2-104(1) and 8.2A-103(1)(t), and “sellers” of motor vehicles under
 15 § 8.2-103(1)(d).

16 1534. With respect to leases, Defendants are and were at all relevant times “lessors” of
 17 motor vehicles under Va. Code § 8.2A-103(1)(p).

18 1535. The Class Vehicles are and were at all relevant times “goods” within the meaning
 19 of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

20 1536. In connection with the purchase or lease of Class Vehicles, the Defendants
 21 provided Plaintiffs and Virginia State Class members with written express warranties covering
 22 the repair or replacement of components that are defective in materials or workmanship.

23 1537. Defendants’ warranties formed a basis of the bargain that was reached when
 24 Plaintiffs and Virginia State Class members unknowingly purchased or leased Class Vehicles that
 25 came equipped with the SDM Calibration Defect.

26 1538. However, Defendants knew or should have known that the warranties were false
 27 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
 28

1 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
2 were sold and leased to Plaintiffs and Virginia State Class members.

3 1539. Plaintiffs and Virginia State Class members reasonably relied on the Defendants'
4 express warranties when purchasing or leasing their Class Vehicles.

5 1540. Defendants knowingly breached their express warranties to repair defects in
6 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
7 Defendants also breached their express warranties by providing a product containing defects that
8 were never disclosed to Plaintiffs and Virginia State Class members.

9 1541. Plaintiffs and Virginia State Class members have provided the Defendants with
10 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
11 sent by Plaintiffs on August 20, 2021 and numerous public NHTSA complaints.

12 1542. Alternatively, any opportunity to cure the breach is unnecessary and futile.

13 1543. As a direct and proximate result of Defendants' breach of express warranties,
14 Plaintiffs and Virginia State Class members have been damaged in an amount to be determined at
15 trial.

16 **VIRGINIA COUNT III:**
17 **Breach of Implied Warranty of Merchantability**
18 **Va. Code §§ 8.2-314 and 8.2A-212**
(On Behalf of the Virginia State Class)

19 1544. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
20 forth herein.

21 1545. Plaintiffs Eric Leeds, Douglas Dye, Debra Knerr, and Ira Nash (for the purposes of
22 this count, "Plaintiffs") bring this claim on behalf of themselves and the Virginia State Class
23 against all Defendants.

24 1546. Defendants are and were at all relevant times "merchant[s]" with respect to motor
25 vehicles under Va. Code §§ 8.2-104(1) and 8.2A-103(1)(t), and "sellers" of motor vehicles under
26 § 8.2-103(1)(d).

27 1547. With respect to leases, Defendants are and were at all relevant times "lessors" of
28 motor vehicles under Va. Code § 8.2A-103(1)(p).

1548. The Class Vehicles are and were at all relevant times “goods” within the meaning of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

1549. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Va. Code §§ 8.2-314 and 8.2A-212.

1550. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1551. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021, as well as numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1552. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1553. As a direct and proximate result of Defendants’ breach of the implied warranty of merchantability, Plaintiffs and Virginia State Class members have been damaged in an amount to be proven at trial.

32. Washington

WASHINGTON STATE COUNT I: Violations of the Washington Consumer Protection Act Wash. Rev. Code Ann. § 19.86.010 *et seq.* (On Behalf of the Washington State Class)

1554. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1555. Plaintiffs Ashley Dheel and Kara Hummel (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Washington State Class against all Defendants.

1 1556. Defendants and the Washington State Class are “persons” within the meaning of
2 Wash. Rev. Code § 19.86.010(2).

3 1557. Defendants engaged in “trade” or “commerce” within the meaning of Wash. Rev.
4 Code § 19.86.010(2).

5 1558. The Washington Consumer Protection Act (“Washington CPA”) makes unlawful
6 “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any
7 trade or commerce.” Wash. Rev. Code § 19.86.020.

8 1559. In the course of their business, Defendants violated the Washington CPA by
9 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
10 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
11 above.

12 1560. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
13 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
14 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
15 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
16 conduct of any trade or commerce, as prohibited by Wash. Rev. Code § 19.86.020.

17 1561. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
18 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
19 mislead and create a false impression in consumers, and were likely to and did in fact deceive
20 reasonable consumers, including Plaintiffs and Washington State Class members, about the true
21 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
22 Class Vehicles.

23 1562. Defendants’ scheme and concealment of the SDM Calibration Defect and true
24 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiffs
25 and Washington State Class members, as the Defendants intended. Had they known the truth,
26 Plaintiffs and Washington State Class members would not have purchased or leased the Class
27 Vehicles, or would have paid significantly less for them.
28

1 1563. Plaintiffs and Washington State Class members had no way of discerning that
2 Defendants' representations were false and misleading and/or otherwise learning the facts that
3 Defendants had concealed or failed to disclose. Plaintiffs and Washington State Class members
4 did not, and could not, unravel Defendants' deception on their own.

5 1564. Defendants had an ongoing duty to Plaintiffs and Washington State Class members
6 to refrain from unfair or deceptive practices under the Washington CPA in the course of their
7 business. Specifically, Defendants owed Plaintiffs and Washington State Class members a duty to
8 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
9 because they possessed exclusive knowledge, they intentionally concealed the defect from
10 Plaintiffs and Washington State Class members, and/or they made misrepresentations that were
11 misleading because they were contradicted by withheld facts.

12 1565. Defendants' violations present a continuing risk to Plaintiffs and Washington State
13 Class members, as well as to the general public. Defendants' unlawful acts and practices
14 complained of herein affect the public interest.

15 1566. Washington State Class members suffered ascertainable loss and actual damages
16 as a direct and proximate result of Defendants' misrepresentations and concealment of and failure
17 to disclose material information. Defendants had an ongoing duty to all their customers to refrain
18 from unfair and deceptive practices under the Washington CPA. All owners of Class Vehicles
19 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
20 in the course of Defendants' business.

21 1567. Pursuant to Wash. Rev. Code § 19.86.090, the Washington State Class seeks an
22 order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages,
23 and attorneys' fees, costs, and any other just and proper relief available under the Washington
24 CPA. Because Defendants' actions were willful and knowing, Washington State Class members'
25 damages should be trebled.

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WASHINGTON STATE COUNT II:
Washington Lemon Law
Wash. Rev. Code § 19.118.005 *et seq.*
(On Behalf of the Washington State Class)

1568. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1569. Plaintiffs Ashley Dheel and Kara Hummel (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Washington State Class against all Defendants.

1570. The Washington State Class own or lease “new motor vehicles” within the meaning of Wash. Rev. Code § 19.118.021(12), because these vehicles are self-propelled primarily designed for the transportation of persons or property over the public highways and were originally purchased or leased at retail from a new motor vehicle dealer or leasing company in Washington. These vehicles do not include vehicles purchased or leased by a business as part of a fleet of ten or more vehicles at one time or under a single purchase or lease agreement or those portions of a motor home designated, used, or maintained primarily as a mobile dwelling, office, or commercial space.

1571. Defendants are “manufacturer[s]” of the Class Vehicles within the meaning of Wash. Rev. Code § 19.118.021(8) because it is in the business of constructing or assembling new motor vehicles or is engaged in the business of importing new motor vehicles into the United States for the purpose of selling or distributing new motor vehicles to new motor vehicle dealers.

1572. The Washington State Class are “consumers” within the meaning of Wash. Rev. Code § 19.118.021(4) because they entered into an agreement or contract for the transfer, lease, or purchase of a new motor vehicle, other than for purposes of resale or sublease, during the eligibility period as defined by Wash. Rev. Code § 19.118.021(6).

1573. The Class Vehicles did not conform to their warranties as defined by Wash. Rev. Code § 19.118.021(22), during the “eligibility period,” defined by Wash. Rev. Code § 19.118.021(6), or the coverage period under the applicable written warranty because they

1 contained the SDM Calibration Defect. Wash. Rev. Code § 19.118.031. This Defect substantially
2 impaired the use and market value of their motor vehicles.

3 1574. Defendants had actual knowledge of the SDM Calibration Defect during warranty
4 periods. But the SDM Calibration Defect continued to exist throughout this term, as it has not
5 been fixed. Washington State Class members are excused from notifying Defendants of the SDM
6 Calibration Defect because they were already fully aware of the problem and any repair attempt is
7 futile.

8 1575. Defendants have had a reasonable opportunity to cure the SDM Calibration Defect
9 because of its actual knowledge of, creation of, and attempt to conceal the nonconformities, but
10 has not done so as required under Wash. Rev. Code § 19.118.031.

11 1576. For vehicles purchased, the Washington State Class demands a full refund of the
12 contract price, all collateral charges, and incidental costs. Wash. Rev. Code § 19.118.041(1)(b).
13 For vehicles leased, the Washington State Class demands all payments made under the lease
14 including but not limited to all lease payments, trade-in value or inception payment, security
15 deposit, and all collateral charges and incidental costs. The consumer is also relieved of any
16 future obligation to the lessor or lienholder. The Washington State Class rejects an offer of
17 replacement and will retain their vehicles until payment is tendered.

18 **WASHINGTON STATE COUNT III:**
19 **Breach of Express Warranty**
20 **Wash Rev. Code §§ 62A.2-313 and 62A.2A-210**
(On Behalf of the Washington State Class)

21 1577. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
22 fully set forth herein.

23 1578. Plaintiffs Ashley Dheel and Kara Hummel (for the purposes of this count,
24 “Plaintiffs”) bring this claim on behalf of themselves and the Washington State Class against all
25 Defendants.

26 1579. Defendants are and were at all relevant times “merchant[s]” with respect to motor
27 vehicles under Wash. Rev. Code §§ 62A.2-104(1) and 62A.2A-103(1)(t), and “sellers” of motor
28 vehicles under § 2.103(a)(4).

1 1580. With respect to leases, Defendants are and were at all relevant times “lessors” of
2 motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

3 1581. The Class Vehicles are and were at all relevant times “goods” within the meaning
4 of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

5 1582. In connection with the purchase or lease of Class Vehicles, Defendants provided
6 Plaintiffs and Washington State Class members with written express warranties covering the
7 repair or replacement of components that are defective in materials or workmanship.

8 1583. Defendants’ warranties formed the basis of the bargain that was reached when
9 Plaintiffs and Washington State Class members unknowingly purchased or leased Class Vehicles
10 that came equipped with the SDM Calibration Defect.

11 1584. However, Defendants knew or should have known that the warranties were false
12 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
13 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
14 were sold and leased to Plaintiffs and Washington State Class members.

15 1585. Plaintiffs and Washington State Class members reasonably relied on the
16 Defendants’ express warranties when purchasing or leasing their Class Vehicles.

17 1586. Defendants knowingly breached their express warranties to repair defects in
18 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
19 Defendants also breached their express warranties by providing a product containing defects that
20 were never disclosed to Plaintiffs and Washington State Class members.

21 1587. Plaintiffs and Washington State Class members have provided the Defendants with
22 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
23 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
24 NHTSA complaints and individual lawsuits, as detailed herein.

25 1588. Alternatively, any opportunity to cure the breach is unnecessary and futile.

26 1589. As a direct and proximate result of the Defendants’ breach of express warranties,
27 Plaintiffs and Washington State Class members have been damaged in an amount to be proven at
28 trial.

**WASHINGTON STATE COUNT IV:
Breach of Implied Warranty of Merchantability
Wash Rev. Code §§ 62A.2-314 and 62A.2A-212
(On Behalf of the Washington State Class)**

1590. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1591. Plaintiffs Ashley Dheel and Kara Hummel (for the purposes of this count, “Plaintiffs”) bring this claim on behalf of themselves and the Washington State Class against all Defendants.

1592. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Wash. Rev. Code § 62A.2-104(1) and 62A.2A-103(1)(t), and “sellers” of motor vehicles under § 2.103(a)(4).

1593. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

1594. The Class Vehicles are and were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

1595. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212.

1596. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1597. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021.

1598. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1599. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiffs and Washington State Class members have been damaged in an amount to be proven at trial.

33. West Virginia

WEST VIRGINIA COUNT I: Violations of the West Virginia Consumer Credit and Protection Act W. Va. Code § 46A-1-101 *et seq.* (On Behalf of the West Virginia State Class)

1600. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1601. Plaintiff John Hickey (for the purposes of this count, "Plaintiff") brings this claim on behalf of himself and the West Virginia State Class against all Defendants.

1602. Defendants and the West Virginia State Class are "persons" within the meaning of W. Va. Code § 46A-1-102(31). West Virginia State Class members are "consumers" within the meaning of W. Va. Code §§ 46A-1-102(2) and 46A-1-102(12).

1603. Defendants are engaged in "trade" or "commerce" within the meaning of W. Va. Code § 46A-6-102(6).

1604. The West Virginia Consumer Credit and Protection Act ("West Virginia CCPA") makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." W. Va. Code § 46A-6-104.

1605. In the course of their business, Defendants violated the West Virginia CCPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed above.

1606. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce, as prohibited by W. Va. Code § 46A-6-104.

1 1607. Defendants' unfair or deceptive acts or practices, including misrepresentations,
2 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
3 mislead and create a false impression in consumers, and were likely to and did in fact deceive
4 reasonable consumers, including Plaintiff and West Virginia State Class members, about the true
5 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
6 Class Vehicles.

7 1608. Defendants' scheme and concealment of the SDM Calibration Defect and true
8 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
9 West Virginia State Class members, as the Defendants intended. Had they known the truth,
10 Plaintiff and West Virginia State Class members would not have purchased or leased the Class
11 Vehicles, or would have paid significantly less for them.

12 1609. Plaintiff and West Virginia State Class members had no way of discerning that
13 Defendants' representations were false and misleading and/or otherwise learning the facts that
14 Defendants had concealed or failed to disclose. Plaintiff and West Virginia State Class members
15 did not, and could not, unravel Defendants' deception on their own.

16 1610. Defendants had an ongoing duty to Plaintiff and West Virginia State Class
17 members to refrain from unfair or deceptive practices under the West Virginia CCPA in the
18 course of their business. Specifically, Defendants owed Plaintiff and West Virginia State Class
19 members a duty to disclose all the material facts concerning the SDM Calibration Defect in the
20 Class Vehicles because they possessed exclusive knowledge, they intentionally concealed the
21 defect from Plaintiff and West Virginia State Class members, and/or they made
22 misrepresentations that were misleading because they were contradicted by withheld facts.

23 1611. Defendants' violations present a continuing risk to Plaintiff and West Virginia
24 State Class members, as well as to the general public. Defendants' unlawful acts and practices
25 complained of herein affect the public interest.

26 1612. West Virginia State Class members suffered ascertainable loss and actual damages
27 as a direct and proximate result of Defendants' misrepresentations and concealment of and failure
28 to disclose material information. Defendants had an ongoing duty to all their customers to refrain

1 from unfair and deceptive practices under the West Virginia CCPA. All owners of Class Vehicles
 2 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
 3 in the course of Defendants' business.

4 1613. Pursuant to W. Va. Code § 46A-6-106(a), the West Virginia State Class seeks an
 5 order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages,
 6 and any other just and proper relief available under the West Virginia CCPA.

7 1614. Pursuant to W. Va. Code § 46A-6-106(b), Plaintiffs sent notice letters to
 8 Defendants. The West Virginia State Class seeks all damages and relief to which it is entitled.

9 **WEST VIRGINIA COUNT II:**
 10 **West Virginia Lemon Law**
 11 **W. Va. Code § 46A-6A-1 et seq.**
(On Behalf of the West Virginia State Class)

12 1615. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
 13 forth herein.

14 1616. Plaintiff John Hickey (for the purposes of this count, "Plaintiff") brings this claim
 15 on behalf of himself and the West Virginia State Class against all Defendants.

16 1617. West Virginia State Class members who purchased or leased the Class Vehicles in
 17 West Virginia are "consumers" within the meaning of W. Va. Code § 46A-6A-2(1).

18 1618. Defendants are "manufacturer[s]" of the Class Vehicles within the meaning of W.
 19 Va. Code § 46A-6A-2(2).

20 1619. The Class Vehicles are "motor vehicles" as defined by W. Va. Code § 46A-6A-
 21 2(4).

22 1620. In connection with the purchase or lease of Class Vehicles, the Defendants
 23 provided Plaintiff and West Virginia State Class members with written express warranties
 24 covering the repair or replacement of components that are defective in materials or workmanship.

25 1621. Defendants' warranties formed the basis of the bargain that was reached when
 26 Plaintiff and West Virginia State Class members unknowingly purchased or leased Class Vehicles
 27 that came equipped with the SDM Calibration Defect.
 28

1 1622. However, Defendants knew or should have known that the warranties were false
2 and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the
3 Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they
4 were sold and leased to Plaintiff and West Virginia State Class members.

5 1623. Plaintiff and West Virginia State Class members reasonably relied on the
6 Defendants' express warranties when purchasing or leasing their Class Vehicles.

7 1624. Defendants knowingly breached their express warranties to repair defects in
8 materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.
9 Defendants also breached their express warranties by providing a product containing defects that
10 were never disclosed to Plaintiff and West Virginia State Class members.

11 1625. Pursuant to W.Va. Code §§ 46A-6A-3(a) and 5(c), Plaintiffs have sent notice
12 letters to Defendants.

13 1626. As a direct and proximate result of the Defendants' breaches of their duties under
14 West Virginia's Lemon Law, West Virginia State Class members received goods whose defect
15 substantially impairs their value. The West Virginia State Class has been damaged by the
16 diminished market value of the vehicles along with the compromised functioning and/or non-use
17 of their Class Vehicles.

18 1627. Defendants have a duty under § 46A-6A-3 to make all repairs necessary to correct
19 the defect herein described to bring the Class Vehicles into conformity with all written warranties.
20 In the event that Defendants cannot affect such repairs, they have a duty to replace each Class
21 Vehicle with a comparable new motor vehicle that conforms to the warranty.

22 1628. As a result of Defendants' breaches, Plaintiff and the West Virginia State Class are
23 entitled to the following:

24 A. Revocation of acceptance and refund of the purchase price, including, but
25 not limited to, sales tax, license and registration fees, and other reasonable expenses
26 incurred for the purchase of the new motor vehicle, or if there be no such revocation of
27 acceptance, damages for diminished value of the motor vehicle;
28

1 B. Damages for the cost of repairs reasonably required to conform the motor
2 vehicle to the express warranty;

3 C. Damages for the loss of use, annoyance or inconvenience resulting from
4 the nonconformity, including, but not limited to, reasonable expenses incurred for
5 replacement transportation during any period when the vehicle is out of service by reason
6 of the nonconformity or by reason of repair; and

7 D. Reasonable attorney fees.

8 **WEST VIRGINIA COUNT III:**
9 **Breach of Express Warranty**
10 **W. Va. Code §§ 46-2-313 and 46-2A-210**
11 **(On Behalf of the West Virginia State Class)**

12 1629. Plaintiffs re-allege and incorporate by reference all preceding allegations as though
13 fully set forth herein.

14 1630. Plaintiff John Hickey (for the purposes of this count, “Plaintiff”) brings this claim
15 on behalf of himself and the West Virginia State Class against all Defendants.

16 1631. Defendants are and were at all relevant times “merchant[s]” with respect to motor
17 vehicles under W. Va. Code § 46-2-104(1) and 46-2A-103(1)(t), and “sellers” of motor vehicles
18 under § 46-2-103(1)(d).

19 1632. With respect to leases, Defendants are and were at all relevant times “lessors” of
20 motor vehicles under W. Va. Code § 46-2A-103(1)(p).

21 1633. The Class Vehicles are and were at all relevant times “goods” within the meaning
22 of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

23 1634. In connection with the purchase or lease of Class Vehicles, the Defendants
24 provided Plaintiff and West Virginia State Class members with written express warranties
25 covering the repair or replacement of components that are defective in materials or workmanship.

26 1635. Defendants’ warranties formed the basis of the bargain that was reached when
27 Plaintiff and West Virginia State Class members unknowingly purchased or leased Class Vehicles
28 that came equipped with the SDM Calibration Defect.

1636. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiff and West Virginia State Class members.

1637. Plaintiff and West Virginia State Class members reasonably relied on the Defendants' express warranties when purchasing or leasing their Class Vehicles.

1638. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles. Defendants also breached their express warranties by providing a product containing defects that were never disclosed to Plaintiff and West Virginia State Class members.

1639. Plaintiff and West Virginia State Class members have provided the Defendants with reasonable notice and opportunity to cure the breaches of their express warranties by way of letter sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public NHTSA complaints and individual lawsuits, as detailed herein.

1640. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1641. As a direct and proximate result of the Defendants' breach of express warranties, Plaintiff and West Virginia State Class members have been damaged in an amount to be proven at trial.

**WEST VIRGINIA COUNT IV:
Breach of Implied Warranty of Merchantability
W. Va. Code §§ 46-2-314 and 46-2A-212
(On Behalf of the West Virginia State Class)**

1642. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

1643. Plaintiff John Hickey (for the purposes of this count, "Plaintiff") bring this claim on behalf of himself and the West Virginia State Class against all Defendants.

1644. Defendants are and were at all relevant times "merchant[s]" with respect to motor vehicles under W. Va. Code §§ 46-2-104(1) and 46-2A-103(1)(t), and "sellers" of motor vehicles under § 46-2-103(1)(d).

1645. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under W. Va. Code § 46-2A-103(1)(p).

1646. The Class Vehicles are and were at all relevant times “goods” within the meaning of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

1647. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to W. Va. Code §§ 46-2-314 and 46-2A-212.

1648. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1649. Defendants were provided reasonable notice of these issues by way of a letter sent by Plaintiffs on August 20, 2021.

1650. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1651. As a direct and proximate result of Defendants’ breach of the implied warranty of merchantability, Plaintiff and West Virginia State Class members have been damaged in an amount to be proven at trial.

34. Wisconsin

WISCONSIN COUNT I: Violations of the Wisconsin Deceptive Trade Practices Act Wis. Stat. § 100.18 *et seq.* (On Behalf of the Wisconsin State Class)

1652. Plaintiffs incorporate by reference all allegations in this Complaint as though fully set forth herein.

1653. Plaintiff Greg Douthwaite (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Wisconsin State Class against all Defendants.

1 1654. Wisconsin State Class members are “persons” and members of “the public” under
2 the Wisconsin Deceptive Trade Practices Act (“Wisconsin DTPA”), Wis. Stat. § 100.18(1).
3 Wisconsin State Class members purchased or leased one or more Class Vehicles.

4 1655. Defendants are “person[s], firm[s], corporation[s] or association[s]” within the
5 meaning of Wis. Stat. § 100.18(1).

6 1656. The Wisconsin DTPA makes unlawful any “representation or statement of fact
7 which is untrue, deceptive or misleading.” Wis. Stat. § 100.18(1).

8 1657. In the course of their business, Defendants violated the Wisconsin DTPA by
9 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
10 material facts regarding the reliability, safety, and performance of the Class Vehicles, as detailed
11 above.

12 1658. Specifically, by misrepresenting the Class Vehicles as safe and/or free from
13 defects, and by failing to disclose and actively concealing the dangers and risk posed by the Class
14 Vehicles and/or the SDM Calibration Defect, Defendants engaged in unfair methods of
15 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
16 conduct of any trade or commerce, as prohibited by Wis. Stat. § 100.18(1).

17 1659. Defendants’ unfair or deceptive acts or practices, including misrepresentations,
18 concealments, omissions, and/or suppressions of material facts, had a tendency or capacity to
19 mislead and create a false impression in consumers, and were likely to and did in fact deceive
20 reasonable consumers, including Plaintiff and Wisconsin State Class members, about the true
21 safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the
22 Class Vehicles.

23 1660. Defendants’ scheme and concealment of the SDM Calibration Defect and true
24 characteristics of the passenger safety systems in the Class Vehicles were material to Plaintiff and
25 Wisconsin State Class members, as the Defendants intended. Had they known the truth, Plaintiff
26 and Wisconsin State Class members would not have purchased or leased the Class Vehicles, or
27 would have paid significantly less for them.
28

1 1661. Plaintiff and Wisconsin State Class members had no way of discerning that
2 Defendants' representations were false and misleading and/or otherwise learning the facts that
3 Defendants had concealed or failed to disclose. Plaintiff and Wisconsin State Class members did
4 not, and could not, unravel Defendants' deception on their own.

5 1662. Defendants had an ongoing duty to Plaintiff and Wisconsin State Class members
6 to refrain from unfair or deceptive practices under the Wisconsin DTPA in the course of their
7 business. Specifically, Defendants owed Plaintiff and Wisconsin State Class members a duty to
8 disclose all the material facts concerning the SDM Calibration Defect in the Class Vehicles
9 because they possessed exclusive knowledge, they intentionally concealed the defect from
10 Plaintiff and Wisconsin State Class members, and/or they made misrepresentations that were
11 misleading because they were contradicted by withheld facts.

12 1663. Defendants' violations present a continuing risk to Plaintiff and Wisconsin State
13 Class members, as well as to the general public. Defendants' unlawful acts and practices
14 complained of herein affect the public interest.

15 1664. Wisconsin State Class members suffered ascertainable loss and actual damages as
16 a direct and proximate result of Defendants' misrepresentations and concealment of and failure to
17 disclose material information. Defendants had an ongoing duty to all their customers to refrain
18 from unfair and deceptive practices under the Wisconsin DTPA. All owners of Class Vehicles
19 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
20 in the course of Defendants' business.

21 1665. As a direct and proximate result of Defendants' violations of the Wisconsin
22 DTPA, the Wisconsin State Class have suffered injury-in-fact and/or actual damage.

23 1666. The Wisconsin State Class seeks damages, court costs and attorneys' fees under
24 Wis. Stat. § 100.18(11)(b)(2), and any other just and proper relief available under the Wisconsin
25 DTPA.

**WISCONSIN COUNT II:
Breach of Express Warranty
Wis. Stat. §§ 402.313 and 411.210
(On Behalf of the Wisconsin State Class)**

1667. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully set forth herein.

1668. Plaintiff Greg Douthwaite (for the purposes of this count, “Plaintiff”) brings this claim on behalf of himself and the Wisconsin State Class against all Defendants.

1669. Defendants are and were at all relevant times “merchant[s]” with respect to motor vehicles under Wis. Stat. §§ 402.104(3) and 411.103(1)(t), and “sellers” of motor vehicles under § 402.103(1)(d).

1670. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Wis. Stat. § 411.103(1)(p).

1671. The Class Vehicles are and were at all relevant times “goods” within the meaning of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

1672. In connection with the purchase or lease of Class Vehicles, the Defendants provided Plaintiff and Wisconsin State Class members with written express warranties covering the repair or replacement of components that are defective in materials or workmanship.

1673. Defendants’ warranties formed the basis of the bargain that was reached when Plaintiff and Wisconsin State Class members unknowingly purchased or leased Class Vehicles that came equipped with the SDM Calibration Defect.

1674. However, Defendants knew or should have known that the warranties were false and/or misleading. Specifically, Defendants were aware of the SDM Calibration Defect in the Class Vehicles, which made the vehicles inherently defective and dangerous at the time that they were sold and leased to Plaintiff and Wisconsin State Class members.

1675. Plaintiff and Wisconsin State Class members reasonably relied on the Defendants’ express warranties when purchasing or leasing their Class Vehicles.

1676. Defendants knowingly breached their express warranties to repair defects in materials and workmanship by failing to repair the SDM Calibration Defect in the Class Vehicles.

1 Defendants also breached their express warranties by providing a product containing defects that
2 were never disclosed to Plaintiff and Wisconsin State Class members.

3 1677. Plaintiff and Wisconsin State Class members have provided the Defendants with
4 reasonable notice and opportunity to cure the breaches of their express warranties by way of letter
5 sent by Plaintiffs on August 20, 2021. Defendants are further on notice due to numerous public
6 NHTSA complaints and individual lawsuits, as detailed herein.

7 1678. Alternatively, any opportunity to cure the breach is unnecessary and futile.

8 1679. As a direct and proximate result of the Defendants' breach of express warranties,
9 Plaintiff and Wisconsin State Class members have been damaged in an amount to be proven at
10 trial.

11 **WISCONSIN COUNT III:**
12 **Breach of Implied Warranty of Merchantability**
13 **Wis. Stat. §§ 402.314 and 411.212**
(On Behalf of the Wisconsin State Class)

14 1680. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set
15 forth herein.

16 1681. Plaintiff Greg Douthwaite (for the purposes of this count, "Plaintiff") brings this
17 claim on behalf of himself and the Wisconsin State Class against all Defendants.

18 1682. Defendants are and were at all relevant times "merchant[s]" with respect to motor
19 vehicles under Wis. Stat. §§ 402.104(3) and 411.103(1)(t), and "sellers" of motor vehicles under
20 § 402.103(1)(d).

21 1683. With respect to leases, Defendants are and were at all relevant times "lessors" of
22 motor vehicles under Wis. Stat. § 411.103(1)(p).

23 1684. The Class Vehicles are and were at all relevant times "goods" within the meaning
24 of Wis. Stat. §§ 402.105(1)(c) and 411.103(1)(h).

25 1685. A warranty that the Class Vehicles were in merchantable condition and fit for the
26 ordinary purpose for which vehicles are used is implied by law pursuant to Wis. Stat. §§ 402.314
27 and 411.212.

1686. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the SDM Calibration Defect, which may cause the airbags and seatbelt to fail to deploy during an accident, rendering the Class Vehicles inherently defective and dangerous.

1687. Defendants were provided reasonable notice of these issues by way of a letter sent on August 20, 2021.

1688. Alternatively, any opportunity to cure the breach is unnecessary and futile.

1689. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Wisconsin State Class members have been damaged in an amount to be proven at trial.

VIII. PRAYER FOR RELIEF

Plaintiffs, on behalf of himself and all others similarly situated, requests the Court to enter judgment against the Defendants, as follows:

a. An order certifying the proposed Class(es), designating Plaintiffs as the named representatives of the Class(es), designating the undersigned as Class Counsel, and making such further orders for the protection of Class members as the Court deems appropriate, under Fed. R. Civ. P. 23;

b. An order enjoining the Defendants to desist from further deceptive distribution, sales, and lease practices with respect to the Class Vehicles and such other injunctive relief that the Court deems just and proper;

c. An award to Plaintiffs and Class Members of compensatory, exemplary, and punitive remedies and damages and statutory penalties, including interest, in an amount to be proven at trial;

d. A declaration that Defendants are financially responsible for all Class notice and the administration of Class relief;

1 e. Costs, restitution, compensatory damages for economic loss and out-of-
2 pocket costs, multiple damages under applicable states' laws, punitive and exemplary damages
3 under applicable law; and disgorgement, in an amount to be determined at trial;

4 f. Any applicable statutory and civil penalties;

5 g. An award of costs and attorneys' fees, as allowed by law;

6 h. An order requiring Defendants to pay both pre- and post-judgment interest
7 on any amounts awarded.

8 i. Leave to amend this Complaint to conform to the evidence produced at
9 trial; and

10 j. Such other or further relief as the Court may deem appropriate, just, and
11 equitable under the circumstances.

12 **IX. DEMAND FOR JURY TRIAL**

13 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any
14 and all issues in this action triable by a jury.
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1 Dated: October 26, 2021

Respectfully Submitted,

2 By: /s/ Nimish R. Desai

3 Richard Heimann (CA Bar # 063607)

4 Nimish R. Desai (CA Bar # 244953)

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EXHIBIT A

NHTSA ID No.	make	model	year	failure_date	full_text
10915473	BUICK	ENCLAVE	2014	2016-06-25	TL* THE CONTACT OWNED A 2014 BUICK ENCLAVE. WHILE DRIVING INTO AN INTERSECTION, THE DRIVER'S SIDE OF THE CONTACT'S VEHICLE WAS STRUCK BY AN ONCOMING VEHICLE. THE CONTACT'S VEHICLE SPUN OFF THE ROAD AND LANDED IN A DITCH. THE FRONT END AND DRIVER'S SIDE OF THE VEHICLE WERE SEVERELY DAMAGED. THE CONTACT WAS UNABLE TO RECALL THE DETAILS OF THE CRASH. THE AIR BAGS DID NOT DEPLOY. THE CONTACT WAS INFORMED THAT THE SEAT BELT FAILED TO LOCK AND PROPERLY RESTRAIN HIM. THE VEHICLE WAS TOWED AND TOTALED. A POLICE REPORT WAS FILED. THE CONTACT RECEIVED INJURIES TO THE RIBS, CLAVICLE, AND SHOULDER, WHICH REQUIRED MEDICAL ATTENTION. THE APPROXIMATE FAILURE MILEAGE WAS 40,000.
10995504	BUICK	ENCORE	2014	2017-06-15	I TOOK MY VEHICLE INTO THE SERRA DEALERSHIP IN WASHINGTON, MI ON 3/20/17 TO HAVE THE FRONTAL AIRBAG AND PRETENSIONER NON DEPOY SAFETY RECALL (16007) REPAIRED. ON, 6/15/17, I WAS IN A CAR ACCIDENT TRAVELING AT ROUGHLY 50 MPH AND MY AIRBAGS DID NOT DEPLOY. A FORD F-150 TURNED INTO ONCOMING TRAFFIC WITHOUT LOOKING CAUSING THE FRONT OF MY VEHICLE TO CRASH INTO THE SIDE OF HER TRUCK. THE OTHER DRIVER WAS ISSUED THE CITATION FROM THE POLICE. MY BUICK ENCORE IS MOST LIKELY TOTALED (AWAITING CONFIRMATION ON THAT).
10726387	CADILLAC	SRX	2014	2015-06-17	I WAS IN A SEVERE CRASH AND SUFFERED A SEVERE CONCUSSION. MY RIBBON FLEW OFF MY HEAD WHEN I CAME TO, I DID LOSE CONSCIOUSNESS AND WOKE UP TO ON STAR TELLING ME MY VEHICLE WAS IN A CRASH. I HAVE SEVERE PAIN IN MY NECK SHOULDER, ABRASIONS TO THE LEFT SIDE OF MY BODY AND BRUISING. THE VEHICLE IS TOTALED BUT THE AIRBAG NEVER DEPLOYED AND IT SHOULD HAVE WITHOUT A DOUBT. THERE WAS SEVERE DAMAGE TO THE ENTIRE VEHICLE.
10871604	CADILLAC	SRX	2014	2016-05-27	TL* THE CONTACT OWNS A 2014 CADILLAC SRX. WHILE DRIVING 65 MPH, THE CONTACT LOST CONTROL OF THE VEHICLE AND IT VEERED OFF THE ROAD IN BOTH DIRECTIONS AND CRASHED. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT DID NOT SUSTAIN INJURIES. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT THE REAR DRIVER SIDE CONTROL ARM NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED. THE VEHICLE WAS PREVIOUSLY REPAIRED UNDER NHTSA CAMPAIGN NUMBER: 14V571000 (SUSPENSION). THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 32,000.
10615335	CHEVROLET	EQUINOX	2014	2014-05-24	TL* THE CONTACT OWNS A 2014 CHEVROLET EQUINOX. THE CONTACT STATED THAT WHILE DRIVING 16 MPH, THE CONTACT CRASHED INTO THE DRIVER'S SIDE DOOR OF ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED CHEST, RIGHT KNEE, SHOULDER AND SPINE INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS UNKNOWN.
10864509	CHEVROLET	EQUINOX	2014	2016-05-05	I BOUGHT MY 2014 CHEVY EQUINOX NEW. I WAS IN CRASH WHICH I HIT A FULL SIZE CHEVY TRUCK IN THE DRIVER DOOR AND IT TOTALED MY CAR AND NOT ONE AIR BAG CAME. I WAS CROSSING EAST AND WEST THE TRUCK WAS GOING NORTH TO SOUTH
10915132	CHEVROLET	EQUINOX	2014	2016-09-08	WAS INVOLVED IN ACCIDENT 9/8/2016. IT WAS A TOTAL LOSS. FRONT END HEAVILY DAMAGED. AIRBAGS DID NOT WORK OR THE PASSENGER SIDE SEATBELT. DRIVING STRAIGHT AT INTERSECTION AND OTHER PARTY RAN RED LIGHT STRIKING THE LEFT FRONT AND CAUSING FRAME TO CRACK.
11124021	CHEVROLET	EQUINOX	2014	2018-09-01	I HIT A DEER ON SEPT. 1, 2018 AND MY AIRBAGS DIDN'T DEPLOY.
11186171	CHEVROLET	EQUINOX	2014	2019-03-05	VEHICLE WAS IN MOTION TRAVELING STRAIGHT GOING APPROXIMATELY 50MPH WHEN IT STRUCK ANOTHER VEHICLE THAT FAILED TO YIELD THE RIGHT OF WAY. THE EQUINOX SUFFERED EXTENSIVE FRONT END DAMAGE ON THE DRIVERS SIDE BUT NO AIRBAGS DEPLOYED.
11376003	CHEVROLET	EQUINOX	2014	2020-11-16	I WAS INVOLVED IN A CAR ACCIDENT ON NOVEMBER 16, 2020 AND NEITHER OF MY AIRBAGS DEPLOYED.
10599029	CHEVROLET	SILVERADO	2014	2014-06-10	MY WIFE & SISTER WERE RUN OFF THE ROAD . THEY WENT UP A DITCH & HIT A COLVURT . THE SEATBELTS DID NOT LOCK IN PLACE & AIR BAGS DID NOT INFLATE . THIS WAS A LOANER TRUCK FROM DEALER . IT WAS A 2014 4 DOOR CHEVY SILVERADO FROM LUCAS CHEVY IN COLUMBIA TN. 38401 . I THINK THE WAS SOME SORT OF TROUBLE WITH THIS HAPPENING . PLEASE CALL FOR COMPLETE INFO ON THIS . *TR
10695408	CHEVROLET	SILVERADO	2014	2015-02-18	TL* THE CONTACT OWNED A 2014 CHEVROLET SILVERADO. WHILE DRIVING APPROXIMATELY 60 MPH, THE CONTACT REACHED OVER TO TURN THE HEAT OFF AND THE VEHICLE WENT OFF THE ROAD, DOWN A HILL, AND INTO A DITCH. THE VEHICLE CONTINUED ON UNTIL IT CRASHED INTO A CABLE THAT WAS CONNECTED TO A TELEPHONE POLE. THE TELEPHONE POLE SPLIT IN HALF. THE SEAT BELT FAILED TO RESTRAIN THE CONTACT AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED INJURIES TO HIS BACK, KNEE, AND HIP THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED AND TOWED TO A LOT. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 7,956.

10712235	CHEVROLET	SILVERADO	2014	2015-03-21	TL* THE CONTACT OWNS A 2014 CHEVROLET SILVERADO. WHILE DRIVING AT APPROXIMATELY 70 MPH, THE VEHICLE STRUCK A DEER ON THE HIGHWAY. THE FRONT AND REAR AIR BAGS FAILED TO DEPLOY. THERE WERE NO INJURIES AND A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS TAKEN TO A DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 8,000.
11129851	CHEVROLET	TRAVERSE	2014	2018-09-15	TL* THE CONTACT OWNS A 2014 CHEVROLET TRAVERSE. WHILE DRIVING 45 MPH, THE CONTACT CRASHED INTO THE REAR PASSENGER QUARTER PANEL OF A HONDA ACCORD. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED NECK AND BACK INJURIES, WHICH DID NOT REQUIRE MEDICAL ATTENTION. THE TWO OCCUPANTS OF THE HONDA SUSTAINED UNKNOWN INJURIES, WHICH REQUIRED MEDICAL ATTENTION AT THE SCENE. A POLICE REPORT WAS FILED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC, BUT WAS NOT DIAGNOSED OR REPAIRED. THE LOCAL DEALER AND MANUFACTURER WERE NOT CONTACTED. THE FAILURE MILEAGE WAS APPROXIMATELY 62,000. THE VIN WAS NOT AVAILABLE.
10909600	GMC	TERRAIN	2014	2016-09-18	TL* THE CONTACT OWNED A 2014 GMC TERRAIN. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 10 MPH AND MAKING A LEFT TURN, ANOTHER VEHICLE CRASHED INTO THE VEHICLE HEAD ON. THE FRONTAL AIR BAGS DID NOT DEPLOY. THE POLICE AND FIRE DEPARTMENT WERE PRESENT. NO INJURIES WERE REPORTED. THE VEHICLE WAS DESTROYED AND TOWED TO A COLLISION LOT. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 27,448.
10608599	GMC	YUKON	2014	2014-07-04	I HAD A FRONT END COLLISION AT 25 MPH WITH A PARKED CAR. MY AIRBAG(S) DID NOT DEPLOY. THE ENTIRE FRONT END OF MY CAR WAS DESTROYED. THE HOOD WAS CRUMPLED AND BOTH FRONT QUARTER PANELS DAMAGED. THE FRONT DOORS ARE NOT EASILY OPENED DUE TO THE QUARTER PANEL DAMAGE. IT IS HARD FOR ME TO UNDERSTAND HOW AN IMPACT AT THE SPEED I WAS TRAVELING AND THE LOCATION OF IMPACT DID NOT CAUSE THE AIRBAG(S) TO DEPLOY. I HAD TO BE TRANSPORTED VIA AMBULANCE FROM THE SCENE AND SUFFERED A CONCUSSION FROM MY HEAD SLAMMING DOWN ON THE STEERING WHEEL. *JS
10595132	BUICK	ENCLAVE	2013	2014-05-29	TL* THE CONTACT OWNS A 2013 BUICK ENCLAVE. THE CONTACT STATED THAT WHILE TRAVELING 5 MPH, THE VEHICLE CRASHED HEAD-ON INTO ANOTHER VEHICLE AND THE AIR BAGS DID NOT DEPLOY. THE CONTACT WAS INJURED AND REQUIRED IMMEDIATE MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE AND CURRENT MILEAGE WAS 11,500.
11352287	CADILLAC	SRX	2013	2020-08-27	HEAD ON COLLISION AT 40 MPH ON A CITY STREET. AIR BAGS DID NOT DEPLOY AND SEAT MOVED FORWARD. RESULTING IN ER VISIT AND HEAD LACERATION AND LOSS OF CONSCIOUSNESS.
10575764	CHEVROLET	EQUINOX	2013	2013-11-11	HIT A DEER WITH FRONT END OF VEHICLE CAUSING APPROXIMATELY \$6,000 IN DAMAGES. AIRBAGS DID NOT DEPLOY CAUSING CONCUSSION RECEIVED BY DRIVER. DRIVER IS STILL EXPERIENCING MEDICAL PROBLEMS DUE TO THIS ACCIDENT. *TR
10667442	CHEVROLET	EQUINOX	2013	2014-12-14	I WAS INVOLVED IN AN ACCIDENT THAT RESULTED IN DAMAGES OVER \$14,000 TO THE FRONT END OF THE VEHICLE. THE AIR BAGS DID NOT DEPLOY. I HAVE CONTACTED GM TWICE THIS WEEK AND HAVE NOT YET SPOKEN TO ANYONE IN THEIR PRODUCT ASSISTANCE DEPARTMENT. *DT
10958946	CHEVROLET	EQUINOX	2013	2016-11-23	TL* THE CONTACT OWNED A 2013 CHEVROLET EQUINOX. WHILE DRIVING APPROXIMATELY 60 MPH, THE CONTACT'S VEHICLE CRASHED INTO A SECOND VEHICLE. THE FRONT END OF THE VEHICLE SUSTAINED SIGNIFICANT DAMAGE. THE AIR BAGS DID NOT DEPLOY. THE REAR PASSENGER SEAT OCCUPANT SUSTAINED A HEAD INJURY, WHICH REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED. A POLICE REPORT WAS FILED. THE FAILURE MILEAGE WAS 50,000.
10993565	CHEVROLET	EQUINOX	2013	2017-05-09	"TAMARA RECALL" I'M WRITING REGARDING AN ACCIDENT THAT TOTALED OUT MY VEHICLE BUT NONE OF MY AIR BAGS DEPLOYED ? I HIT A DEER AT 75-80 MPH ON A HWY IT HIT MY DRIVERS SIDE HEADLIGHT AND CONTINUED UP OVER MY HOOD AND ACTUALLY DENTED PART OF MY PASSENGER SIDE FENDER I COULDN'T EVEN OPEN THE DOOR ALL THE WAY! NONE OF MY AIR BAGS WENT OFF. LUCKILY I HAD MY SEAT BELT ON WHICH SOMETHING IN THE SEAT BELT BLEW WHEN IT LOCKED ME IN PLACE DUE TO THE IMPACT OF THE DEER HITTING JUMPING OUT AT ME A WARNING POPPED UP ON MY DASH BELIEVE SAID "LOCKED" BUT ALL HAPPENED SO FAST , IT PUSHED & CRACKED JUST ABOUT EVERYTHING UNDER MY HOOD. I HAD SMOKE COMING FROM MY VEHICLE, FLUIDS ON THE GROUND NO FIRE THANKFULLY ! MY SUV WAS TOTALED AND MANY HAVE QUESTIONED ME ABOUT THE AIR BAGS. I'M NOW WONDERING THE SAME THING. WHY IN THE WORLD DID NONE OF THESE GO OFF ? IF I WOULDN'T HAVE HAD MY SEAT BELT ON WHO KNOWS WHAT WOULD HAVE HAPPENED WITH THE AIR BAGS NOT GOING OFF ! I'VE DONE RESEARCH I HAVEN'T SEEN ANY RECALLS, BUT I AM A LITTLE CONFUSED BY THIS!

10576260	CHEVROLET	SILVERADO	2013	2014-03-18	ON TUESDAY MARCH 18, 2014 I WAS DRIVING A 2013 CHEVY SILVERADO AND REAR ENDED A CHEVY TAHAO AT APPROXIMATELY 20 MPH WITHOUT HITTING MY BRAKES. CONDITIONS AT THE TIME WERE CLEAR AND DRY ALTHOUGH VERY WINDY. I WAS THE ONLY PASSENGER IN MY TRUCK. I WAS WEARING MY SEATBELT. I HIT THE STEERING WHEEL WITH MY CHEST. THE ONSTAR SYSTEM CALLED TO SAY THEY COULD SEE I WAS IN AN ACCIDENT AND HELP WAS ON THE WAY. I EXCHANGED INFO WITH THE OTHER DRIVER AND RETURNED TO MY VEHICLE. THE SEATBELT WAS IN THE EXTENDED POSITION AND WOULD NOT EXTEND FURTHER OR RETRACT. ON THE DISPLAY PANEL IT HAD AN 'AIRBAG DEPLOYED' ICON AND MESSAGE 'SERVICE AIRBAG'. MY INSURANCE COMPANY GAVE ME A AUTO REPAIR SHOP TO GO TO FOR AN ESTIMATE, HOWEVER, THE SHOP TOLD ME THEY WOULD NOT TOUCH THE VEHICLE UNTIL A GM REPRESENTATIVE INVESTIGATED THE SYSTEM FIRST AS THEY FELT THE SEATBELT SHOULD HAVE PREVENTED ME FROM HITTING THE STEERING WHEEL. I CALLED GM AND SPOKE WITH WALTER IN CUSTOMER SERVICE. HE ARRANGED TO HAVE A 'THIRD PARTY' INVESTIGATOR COME AND DO A INTERROGATION OF THE SYSTEM AND ARRANGED FOR A LOANER VEHICLE. RAYTHEON REPRESENTATIVE 'JEFF' CALLED ME SUNDAY MARCH 20 AND STATED HE WAS TO INTERROGATE THE SYSTEM AND WOULD CONTACT ME FROM THE AIRPORT WHEN HE GOT TO TOWN ON WEDNESDAY MARCH 23. ON WEDNESDAY MARCH 23 I CALLED JEFF TO SEE IF HE WAS IN TOWN AND HE STATED HE WAS AT THE AIRPORT 'LEAVING' TOWN, HE HAD DONE HIS INVESTIGATION AND DETERMINED EVERYTHING WORKED LIKE IT SHOULD. I ASKED HIM IF I WAS SUPPOSED TO HIT THE STEERING WHEEL AND HE STATED HE DID NOT AGREE OR DISAGREE. *TR
10598445	CHEVROLET	SILVERADO	2013	2014-06-08	TL* THE CONTACT OWNS A 2013 CHEVROLET SILVERADO. THE CONTACT STATED WHILE DRIVING APPROXIMATELY 35 MPH A DRUNK DRIVER CRASHED INTO THE CONTACTS VEHICLE. THE AIR BAGS DID NOT DEPLOY. THE PASSENGER SUSTAINED A BROKEN FOOT AND WAS TAKEN TO THE HOSPITAL. THE APPROXIMATE FAILURE MILEAGE WAS 22,000.
11055507	CHEVROLET	TRAVERSE	2013	2016-10-25	ON OCT 25 OF LAST YEAR WE WERE INVOLVED IN A ACCIDENT WHERE WE HIT A CAR BROADSIDED DOING ABOUT 30 MPH CAUSING CONSIDERABLE DAMAGE TO OUR CAR, BOTH MY WIFE AND MYSELF HAD TERRIBLE WHIPLASHES. AND I BELIEVE THAT SOME OF OUR PAIN COULD HAVE BEEN PREVENTED IF THE AIR BAGS WOULD HAVE DEPLOYED WHICH THEY DID NOT DO. WE WERE ON 4 LANE DIVIDED ROAD GOING THROUGH THE TOWN OF CHIEFLAND FL. WE WERE PASSING A SEMI TRUCK WHICH WAS SLOWING DOWN TO MAKE A TURN WHEN A VEHICLE CAME ACROSS THE FRONT OF THE TRUCK AND CONTINUED TO COME INTO OUR LANE WITH NO REGARDS TO STOPPING AND WE HAD NO CHOICE OR TIME TO STOP.
11093533	CHEVROLET	TRAVERSE	2013	2017-09-18	HAVE HAD MY VEHICLE IN DEALER TO FIX AIR BAG LIGHT SEVERAL TIMES AND IT IS STILL ON. MY WIFE WAS INVOLVED IN AN ACCIDENT WHERE AIRBAGS SHOULD OF DEPLOYED AND DIDN'T. LUCKILY SHE WAS NOT INJURED.
10556077	GMC	TERRAIN	2013	2013-12-13	VEHICLE WAS INVOLVED IN A SEVERE ACCIDENT WHERE THE OTHER DRIVER RAN A STOP SIGN AND HIT TERRAIN CAUSING SEVERE FRONT END AND ENGINE DAMAGE. AIR BAGS FAILED TO DEPLOY. INJURES INCLUDED WERE NECK AND BACK. DAMAGE WAS SEVERE ENOUGH TO CAUSE AIRBAGS TO DEPLOY BUT NEVER DID . HAVING AN INDEPT INSPECTION CONDUCTED AS TO WHY THEY NEVER DEPLOYED. *TR
10895896	GMC	TERRAIN	2013	2016-08-15	WAS DRIVING DOWN HIGHWAY US19 AND COLLIDED WITH ANOTHER VEHICLE AT AT LEAST 40MPH AND AIRBAGS DID NOT DEPLOY
11222110	BUICK	ENCLAVE	2012	2019-06-21	I WAS IN A COLLISION ON 6/21/2019 THAT HAD SEVERE FRONT END OBSTRUCTIONS AND WITH A STRONG TOTAL LOSS AS A RESULT. MY AIRBAGS NEVER DEPLOYED. THE VEHICLE WAS IN MOTION ON ASSEMBLY STREET, COLUMBIA SC.
10576031	CADILLAC	SRX	2012	2014-03-23	I FELL ASLEEP WHILE DRIVING, JUMPED A LEVEE, RAN THROUGH A FENCE, AND WRECKED IN A GRASSY WATERY AREA. MY ENGINE WAS SMASHED, THE MOTOR MOUNT BROKE, AND MY TIRES ARE PUSHED BACK. MY AIR BAGS DID NOT DEPLOY. MY FACE HIT THE STEERING WHEEL AND MY NOSE IS BROKEN. I WOULD LIKE TO FIND OUT IF THERE IS ANY RECALLS ON THIS CAR. *TR
10576905	CADILLAC	SRX	2012	2014-03-27	VEHICLE DRIVER AIR BAG DID NOT DEPLOY, NOR ANY OTHER AIR BAG, UPON COLLISION TO REAR OF A STOPPED PICK UP TRUCK. SPEED OF OFFENDING VEHICLE WAS APPROXIMATELY 45 MPH. DRIVER SUFFERED CHEST INJURY FROM SEAT BELT. DAMAGE ESTIMATED TO FRONT END EXCEEDS \$10,000. *TR
10682471	CADILLAC	SRX	2012	2014-12-14	MVA WITH TWO IMPACTS; FRONT DRIVER SIDE (SIGNIFICANT IMPACT) AND FRONT OF VEHICLE NO AIRBAGS DEPLOYED. *TR
10993443	CADILLAC	SRX	2012	2017-05-31	TWO CARS AHEAD OF ME WAS GOING STRAIGHT AND ALL OF A SUDDEN TURNED INTO A STRIP MALL WITHOUT INDICATOR, THE CAR IN FRONT OF ME SLAMMED ON THEIR BRAKES AND SO DID I , BUT I STILL ENDED UP REAR ENDING THE VEHICLE IN FRONT. I THINK MY SPEED WAS AROUND 30 AT THE TIME OF IMPACT. I HIT MY CHIN TO THE STEERING WHEEL. GOT MULTIPLE CUTS INSIDE OF MY MOUTH. AND COUPLE OF THEM ON MY FACE WHICH REQUIRED STITCHES. MY AIR BAG DID NOT DEPLOY AND NEITHER THE SEATBELT PREVENTED IT, WHICH I THOUGHT WAS ODD. CHECKED WITH CADILLAC IF HEY WERE AWARE OF ANY PROBLEM WITH THE CAR. THEY DENIED THE EXISTENCE OF SUCH AN ISSUE. SO I WANT TO GET THE VEHICLE INVESTIGATED , SO THAT NOBODY ELSE SHOULD GET HURT THE WAY I DID; ALSO I HAVE ANOTHER CADILLAC AND NEED TO KNOW. WILL REALLY APPRECIATE IT. THANKS

11138938	CADILLAC	SRX	2012	2018-06-25	ON 6/25/18, MY WIFE WAS TRAVELING 45 MPH., IN OUR 2012 CADILLAC SRX. THE VEHICLE IN FRONT OF HER WENT TO MAKE A LEFT TURN INTO A SUBDIVISION. BUT, THEN DECIDED NOT TO DO THAT AND PULLED BACK INTO THE LANE OF MY WIFE. SHE SLAMMED ON HER BRAKES, TO AVOID HITTING THE VEHICLE. HOWEVER, SHE COULDN'T ANTICIPATE THEIR MOVE. SHE HIT THEM FROM BEHIND, GOING 45MPH. SHE HIT HER FOREHEAD ON THE VISOR BAR TWICE, CAUSING A SKULL FRACTURE, BRAIN BLEED, SEVER CONCUSSION, DEEP LACERATIONS, A BURST ARTERY IN HER FOREHEAD TO WHERE SHE WAS BLEEDING HEAVILY AND UNCONSCIOUS. HER CHEST HIT THE STEERING WHEEL, WHICH BADLY BRUISED HER RIBS, CAUSING A HIATAL HERNIA, DUE TO THE IMPACT. SHE SUFFERED LACERATIONS TO HER LEFT ARM, KNEE AND HAS RUPTURED DISCS IN HER CERVICAL SPINE. SHE WAS ICU FOR SEVERAL DAYS DUE TO THE BRAIN BLEED AND HEAD INJURIES SHE SUSTAINED. OUR AIR BAG NEVER DEPLOYED AND THE DRIVER SEAT BELT DIDN'T LOCK ON IMPACT, ALLOWING HER TO BOUNCE UPWARD TWICE AND SUSTAINED THE HEAD INJURIES. THE CADILLAC AIR BAGS AND SEAT LOCKING MECHANISMS FAILED TO PROTECT HER FROM INJURIES SHE SHOULD HAVE NEVER HAD. SOMEONE NEEDS TO RESEARCH FURTHER THESE ISSUES FOR THE 2012 SRX SO OTHER CONSUMERS DON'T FEEL SAFE IN A VEHICLE, WHERE THE SAFETY MECHANISMS FAIL. CADILLAC SHOULD NOT BE ABLE TO GET AWAY WITH THIS. SHOULD THE 2012 SRX HAVE A RECALL ON AIR BAGS AND SEAT BELT LOCKING MECHANISMS FAILING? MORE THAN ONE COMPLAINT HAS BEEN POSTED, SO I HOPE THE NHTSA INVESTIGATES THIS FOR US ALL. PLEASE CONSIDER THIS A FORMAL COMPLAINT! THANK YOU, AND PLEASE FOLLOW UP! *TR
10546238	CHEVROLET	EQUINOX	2012	2013-09-20	I WAS TRAVELING SOUTH AS ANOTHER CAR WAS TRAVELING NORTH. THE CAR TRAVELING NORTH MADE A RAPID LEFT TURN DIRECTLY IN MY TRAVELING PATH. WE COLLIDED AND MY CAR WAS TOTALED. I HIT THE STEERING WHEEL PRETTY HARD BECAUSE THE AIRBAG DID NOT DEPLOY. HOW SHOULD I PROCEED? *TR
10979985	CHEVROLET	EQUINOX	2012	2017-03-31	I WAS INVOLVED IN AN ACCIDENT WHERE I REAR ENDED A STOPPED VEHICLE. MY CRUISE WAS SET AT 57 MPH AND I DID NOT APPLY BRAKES. BECAUSE CRUISE WAS SET, I HIT ONCE, BOUNCED BACK AND HIT AGAIN. MY AIRBAGS DID NOT DEPLOY AT ALL. THE VEHICLE HAS EXTENSIVE DAMAGE TO THE FRAME BUT NO AIRBAG DEPLOYMENT.
11329614	CHEVROLET	EQUINOX	2012	2020-05-31	TL* THE CONTACT OWNED A 2012 CHEVROLET EQUINOX. THE CONTACT STATED THAT WHILE HER HUSBAND WAS DRIVING ABOUT 25 MPH, HE SUFFERED A MEDICAL CONDITION AND LOST CONTROL OF THE VEHICLE, CRASHING INTO A THREE FEET HIGH CEMENT BOULDER. THE AIR BAGS DID NOT DEPLOY. BOTH THE DRIVER AND THE FRONT PASSENGER SUSTAINED INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE DRIVER AND THE PASSENGER HAD THEIR SEAT BELTS LATCHED AT THE TIME OF THE CRASH. THE VEHICLE WAS TOTALED AND WAS TOWED TO A TOW YARD. THE DEALER AND THE MANUFACTURER WERE NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 133,000.
10790202	CHEVROLET	SILVERADO	2012	2015-09-30	RECENTLY I WAS INVOLVED IN AN ACCIDENT THAT WAS A DIRECT IMPACT. AT THE TIME OF THIS ACCIDENT THE SEAT BELT DID NOT LOCK NOR DID THE AIR BAGS DEPLOY. THE SPEED FROM THIS ACCIDENT WAS BETWEEN 50-55 MPH ON THE HIGHWAY. AT THE RATE OF SPEED I WAS GOING BEFORE THE ACCIDENT AND THE FACT THAT I HAD TO SLAM ON THE BREAKS TO BEGIN SLOWING DOWN ONE WOULD HAVE THOUGHT THE SEAT BELT WOULD HAVE LOCKED BUT IT DID NOT AND AT THE POINT OF IMPACT I WAS VERY SURPRISED THAT THE AIRBAGS DID NOT DEPLOY BUT YET THE SYSTEM INDICATED THAT IT DID AND NEEDED TO BE RESET. HOWEVER NOW THAT THE VEHICLE IS IN PROCESS OF BEING REPAIRED I AM BEING TOLD THAT THE ENTIRE AIRBAG SYSTEM HAS TO BE REPLACED ALONG WITH THE DRIVER SEAT BELT.
10622016	CHEVROLET	TAHOE	2012	2014-08-09	WHILE TURNING LEFT (TAHOE) WITH A PROTECTED GREEN ARROW AT AN X-SHAPED INTERSECTION, VEHICLE (KIA SEDAN) AT FAULT FAILED TO YIELD AND ENTERED THE INTERSECTION AT SPEEDS UPWARDS OF 40 MPH FROM THE LEFT OF THE TAHOE. FRONT-IMPACT COLLISION OCCURRED; DUE TO THE SHAPE OF THE INTERSECTION AND THE VELOCITY OF THE IMPACT, TAHOE STRUCK PASSENGER SIDE OF KIA SEDAN. TRAJECTORY OF IMPACT CAUSED DIRECTIONAL CHANGES IN UPWARDS OF 90* FOR BOTH VEHICLES; THE FORCE OF THE PRIMARY ACCIDENT DESCRIBED ABOVE ALSO CAUSED MENTIONED VEHICLES TO COLLIDE WITH LEFT REAR OF ANOTHER VEHICLE (HONDA SEDAN), CAUSING NEAR 360* ROTATION OF THE HONDA SEDAN. DUE TO THE FORCE OF IMPACT, FRONT & SIDE AIRBAGS DEPLOYED ON BOTH THE KIA SEDAN AND THE HONDA SEDAN, BUT FAILED TO DEPLOY ON THE TAHOE. SCENE INDICATED THAT THE KIA SEDAN MADE NO ATTEMPT TO BRAKE OR DECREASE SPEED PRIOR TO COLLISION; POSTED SPEED LIMIT AT INTERSECTION IS 40 MPH. FORCE WAS SUCH THAT AFTER THE COLLISION, TAHOE TRANSMISSION WAS IN DRIVE, BUT REMAINED AT A COMPLETE STOP. DAMAGE SUSTAINED ON THE TAHOE INCLUDE FRONT-END BODY DAMAGE, ENGINE DAMAGE (VEHICLE REQUIRED TOWING AND WAS INOPERABLE), AND FRAME DAMAGE, AT A MINIMUM. IN ADDITION, ENGINE SERVICE LIGHTS AS WELL AS ONSTAR VEHICLE DIAGNOSTIC REPORTS INDICATE THAT THE AIRBAG SYSTEM, ANTILOCK BRAKING SYSTEM, AND THE STABILITRAX STABILITY CONTROL SYSTEM ALSO SUSTAINED DAMAGE AND REQUIRE ATTENTION. MULTIPLE FIRST-RESPONDERS COMMENTED ON THE ODDITY THAT, GIVEN THE DAMAGE SUSTAINED BY THE TAHOE AND THE VELOCITY AT IMPACT, THE AIRBAGS DEPLOYED ON ALL VEHICLES BUT THE TAHOE. *TR

11194940	CHEVROLET	TAHOE	2012	2018-03-19	I WAS DRIVING WEST BOUND ON 176TH ST AND AS I APPROACHED THE LIGHT I COULD NOT BRAKE OR TURN MY CAR TO THE RIGHT IN WHICH I HAD A HEAD ON COLLISION WITH ANOTHER VEHICLE. ON IN PACKED MY AIRBAGS DID NOT DEPLOY! THE DRIVER OF THE OTHER VEHICLE EVEN TOLD THE OFFICER HE WAS TRYING TO TURN , HIS EYES WERE AS BIG AS A COWS CLEARLY HE WAS IN DISTRESS. LUCKILY NEITHER OF US WERE INJURED.
11278797	CHEVROLET	TAHOE	2012	2018-08-24	AS I WAS DRIVING ON 176TH GETTING READY TO TURN ON SPANAWAY LOOP MY WOULDN'T COMPLETE THE RIGHT TURN OR STOP SO I HAD A HEAD ON COLLISION WITH ANOTHER TRUCK AND MY AIR BAGS DIDN'T DEPLOY.
10885565	CHEVROLET	TRAVERSE	2012	2016-06-30	THE DRIVER STEERING WHEEL FRONT AIRBAG DID NOT DEPLOY WHEN I HIT ANOTHER VEHICLE FROM BEHIND. WHEN WE RECEIVED THE LETTER ABOUT RECALL WE BROUGHT THE VEHICLE INTO SERVICE CHEVROLET IN LAFAYETTE, LA.
10882239	GMC	ACADIA	2012	2016-06-14	MY WIFE AND THREE DAUGHTERS, AGES 11, 9, AND 6, WERE INVOLVED IN A MAJOR CRASH. AN ELDERLY MALE TRAVELED THRU A STEADY RED TRAFFIC SIGNAL AND STRUCK THE PASSENGER SIDE OF MY WIFE'S VEHICLE AS SHE WAS CROSSING THE INTERSECTION WITH A GREEN TRAFFIC SIGNAL. AFTER IMPACT, THEY WERE PUSHED HEAD ON INTO A TRAFFIC STANDARD (WHICH WAS TAKEN OUT COMPLETELY) AND THEN INTO A TELEPHONE POLE, ALSO HEAD ON. NOT ONE AIRBAG DEPLOYED. THE VEHICLE IS SUPPOSEDLY EQUIPPED WITH FRONT AND SIDE AIRBAGS. IN MARCH OF 2014 THERE WAS A RECALL CONCERNING THE AIRBAGS NOT DEPLOYING IN THESE VEHICLES (# 14V118000). I HAVE OWNED THIS VEHICLE SINCE NEW AND DID RETURN IT TO THE DEALERSHIP IN MAY OF 2014 FOR THE RECALL SHORTLY AFTER RECEIVING NOTIFICATION. I WAS ADVISED THAT IT WAS TAKEN CARE OF.
10925628	GMC	ACADIA	2012	2016-09-27	THE VEHICLE WAS IN MOTION NEAR AN INTERSECTION AND APPROACHING THE LIGHT TO TURN. (NEAR AIRPORT IN RALEIGH NC) THE FRONT AND SIDE AIRBAGS FAILED TO DEPLOY DURING THE CRASH. THE OTHER VEHICLE HAS BEEN DECLARED TOTAL LOSS AND MINE HAS SIGNIFICANT DAMAGE AND COULD BE CLASSIFIED AS TOTAL LOSS. THERE ARE PERSONAL INJURIES. I AM ATTACHING PICTURES OF THE VEHICLE AND ACCIDENT REPORT.
10466384	GMC	TERRAIN	2012	2012-04-16	?ON APRIL 16TH OUR SON WAS DRIVING ON FAIRVIEW RD. AND TRAVELING THROUGH A GREEN LIGHT WHEN A CAR THAT RAN A RED LIGHT HIT HIM. ?THIS CAR ? A GMC 2012 TERRAIN WAS HIT MULTIPLE TIMES ? DRIVER'S FRONT END, FRONT END AND SPUN AROUND FROM THE FORCE AND HIT ON THE PASSENGER SIDE. NO AIRBAGS DEPLOYED ?[xxx] WAS IMMEDIATELY CONTACTED BY ON STAR, THEY CALLED POLICE, HIS CAR WAS TOTALED ?ON 4/21 I EMAILED GMC AND ASKED WHAT DEPARTMENT I WOULD CONTACT TO FILE A COMPLAINT ABOUT THE FRONT AND SIDE AIRBAGS NOT DEPLOYING CALL FROM GMC 866-790-5700 EXT. 22745 SAID ON VOICE MAIL ? THE AIRBAG DID NOT DEPLOY AS IT SHOULD HAVE? HE MADE A CASE NUMBER [xxx] GMC HAS SINCE DECLARED THIS WAS A LOW THRESHOLD EVENT - NO NEED FOR AIRBAG DEPLOYMENT - YET THE CAR WAS TOTALED AND OUR SON HAS WHIPLASH AND CONTUSIONS INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR
10477166	GMC	TERRAIN	2012	2012-09-04	TL* THE CONTACT OWNS A 2012 GMC TERRAIN. THE CONTACT STATED THAT HE FELL ASLEEP WHILE DRIVING AN UNKNOWN SPEED. THE VEHICLE TRAVELED TO THE RIGHT SIDE OF THE ROAD AND WENT AIRBORNE APPROXIMATELY 20 FEET, LANDING ON ALL FOUR TIRES. THE VEHICLE THEN TRAVELED APPROXIMATELY 200 FEET AND CRASHED INTO AN EMBANKMENT. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED A FRACTURED BACK AS A RESULT. A POLICE OFFICER WITNESSED THE INCIDENT AND FILED A REPORT. THE VEHICLE WAS DESTROYED AND TOWED TO A COLLISION CENTER. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAULTY AIR BAGS. THE APPROXIMATE FAILURE MILEAGE WAS 7,000. UPDATED 10/16/12*LJ
10516265	GMC	TERRAIN	2012	2013-06-08	VEHICLE WAS INVOLVED IN A CAR ACCIDENT AND CRASHED INTO A BRIDGE IRON BEAM HEAD-ON. VEHICLE'S AIR BAGS FAILED TO DEPLOY. HOOD AND FRONT OF CAR SMASHED AS VEHICLE WAS WRAPPED AROUND BEAM. ONLY MINOR INJURIES TO DRIVER, AS DRIVER WAS WEARING A SEATBELT. *TR
10583703	GMC	TERRAIN	2012	2014-03-13	I INADVERTENTLY VEERED OFF SIDE ROADWAY, (VA HIGHWAY 220) COLLIDING WITH A TREE/ROADSIDE SHRUBS, ETC (WAS KNOCKED UNCONSCIOUS AS FOREHEAD HIT STEERING WHEEL ON INITIAL IMPACT). AIRBAGS DID NOT DEPLOY ALLOWING ME TO SUSTAIN A HEAD INJURY THAT KNOCKED ME UNCONSCIOUS... FOREHEAD WAS GASHED WITH SIGNIFICANT BLEEDING. I WAS TRANSPORTED BY AMBULANCE IN UNCONSCIOUS STATE. DAMAGE TO VEHICLE IS IN EXCESS OF \$8,000 SO FAR AS VEHICLE STILL IN REPAIR SHOP WITH MASSIVE FRONT END DAMAGE THAT AFFECTS STEERING LINKAGE, ETC. THE IMPACT OF VEHICLE AGAINST FOLIAGE, TREES SHRUBS, SHOULD HAVE FORCED AIR BAGS TO DEPLOY AND I BELIEVE THAT I WOULD NOT HAVE SUSTAINED A HEAD INJURY THAT RENDERED ME UNCONSCIOUS WITH MILD CONCUSSION AND COULD NOT CONTROL VEHICLE LEAVING ROADWAY. *TR

10588334	GMC	TERRAIN	2012	2014-03-13	VEERED OFF SIDE OF HIGHWAY, STRUCK SOMETHING HEAD-ON AND WAS RENDERED UNCONSCIOUS AS HEAD HIT STEERING WHEEL. I WAS TRANSPORTED UNCONSCIOUS IN AMBULANCE FROM CRASH SCENE TO LOCAL HOSPITAL, WHERE I WAS AN INPATIENT FOR TWO DAYS. EXTENSIVE DAMAGE TO FRONT OF VEHICLE INDICATED THE SEVERITY OF IMPACT... YET AIR BAGS DID NOT DEPLOY. I BELIEVE AIR BAGS SHOULD HAVE DEPLOYED ON IMPACT AND I WOULD NOT HAVE BEEN RENDERED UNCONSCIOUS, AND COULD HAVE CONTROLLED VEHICLE TO AVOID STRIKING TREE, BRUSH, ETC. I CONTACTED GMC CORPORATE.. TO ADVISE MY CONCERNS FOR SAFETY... RECEIVED A FOLLOW UP TELEPHONE CALL FROM GMC REPRESENTATIVE... (HE) EXPRESSED NO INTEREST IN MY COMPLAINT... REFUSED TO COMMENT ON MY STATEMENT THAT AIR BAG FAILED TO DEPLOY RESULTING IN EXTENSIVE DAMAGE TO FRONT OF VEHICLE AND SUSTAINING A HEAD INJURY AS NO BAG DEPLOYED. NO MATTER THAT I AM LEASING THE VEHICLE AND FEAR FOR MY SAFETY... I WAS ADVISED THAT GMC HAD NO FURTHER INTEREST IN THIS MATTER AND WOULD NOT EVALUATE MY SAFETY CONCERNS. *TR
10722057	GMC	TERRAIN	2012	2015-05-19	CAR CRASH AT 45 MPH. FRONT IN DAMAGE AND AIR BAG DID NOT DEPLOY. SEATBELTS DID NOT LOCK UP.
10924918	GMC	TERRAIN	2012	2016-11-06	I WAS TRAVELING ABOUT 75MPH WHEN A DEER RAN INFRONT OF ME, I WASN'T ABLE TO STOP COMPLETELY AND HIT THE DEER ON MY RIGHT FRONT SIDE OF MY VEHICLE.. THE SMELL OF SMOKE CAME FROM MY VEHICLE AND MY "SERVICE AIRBAGS" INDICATOR CAME ON.. NO AIRBAGS DEPLOYED.. I HAD MY 6 YEAR OLD SON IN THE CAR WITH ME!! MY CAR ISN'T DRIVABLE DUE TO THE SIGNAL BEING ON EVEN THOUGH THE AIRBAGS DIDN'T DEPLOY.
11088412	GMC	TERRAIN	2012	2016-04-21	TL* THE CONTACT OWNED A 2012 GMC TERRAIN. WHILE DRIVING AT AN UNKNOWN SPEED, THE DRIVER CRASHED INTO A LANDSCAPING TRUCK. THE AIR BAGS FAILED TO DEPLOY. THERE WERE NO INJURIES. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOW LOT AND DEEMED DESTROYED. THE DEALER WAS NOT CONTACTED TO DETERMINE THE CAUSE OF THE AIR BAG FAILURE. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS UNKNOWN.
11219747	GMC	TERRAIN	2012	2019-06-12	TL* THE CONTACT OWNS A 2012 GMC TERRAIN. THE CONTACT STATED THAT WHILE HER GRANDSON WAS DRIVING APPROXIMATELY 40-45 MPH, A DEER JUMPED INTO THE FRONT OF THE VEHICLE CAUSING SEVERE DAMAGE TO THE FRONT END OF THE VEHICLE BUT THE AIR BAGS DID NOT DEPLOY. THE CONTACT MENTIONED THAT THE RADIATOR WAS PUSHED INTO THE ENGINE. THE CONTACT SUSTAINED WHIPLASH INJURIES THAT DID NOT REQUIRE MEDICAL ATTENTION. A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS TOWED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED BY THE INDEPENDENT MECHANIC. THE LOCAL DEALER WAS NOT NOTIFIED OF THE FAILURE. THE MANUFACTURER WAS CONTACTED AND A CASE WAS OPENED BUT NO ASSISTANCE WAS OFFERED. THE FAILURE MILEAGE WAS 103,000. *AS *AS
10573780	BUICK	ENCLAVE	2011	2012-10-10	TURNED CORNER ON IRONWOOD46615 AND REAR ENDED CAR THAT STOPPED SUDDENLY. CRUSHED MY FRONT END BACK TO PUNCTURING THE RADIATOR. NO AIR BAG DEPLOYED AND NO SEAT BELT ON IMPACT. MY KNEES HIT THE DASH UNDER THE STEERING WHEEL. NO ONSTAR AS NO AIRBAG DEPLOYED. HOLDING STEERING WHEEL WAS MY ONLY DETERRENT TO HITTING FORWARD. REPAIRS COST \$5000.+ AND GM DEALER INSISTED AIRBAG AND SEAT BELT WERE FUNCTIONING. KNEES STILL HURT. AND SEEN DOCTOR ABOUT KNEES AND GOING AGAIN SOON. I AM REPORTING THIS AFTER HEARING THAT THERE ARE RECALLED ON SEAT BELTS AND AIRBAGS ON DRIVER SIDE. *TR
10608978	BUICK	ENCLAVE	2011	2014-06-30	TL - THE CONTACT OWNS A 2011 BUICK ENCLAVE. THE CONTACT STATED WHILE DRIVING AT UNKNOWN SPEED, THE VEHICLE CRASHED INTO A DEER CAUSING THE VEHICLE TO CATCH ON FIRE AND THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE AND CURRENT MILEAGE WAS 56,000. PAM UPDATED 11/24/14*UJ UPDATED 8/17/2015*JS
10732977	BUICK	ENCLAVE	2011	2015-07-04	DRIVING DOWN THE ROAD ON A 50MPH ZONE AND A VEHICLE PULLED OUT IN FRONT OF US. OUR CAR T-BONED THE CAR THAT PULLED IN FRONT OF US. EVERYONE HAD THERE SEATBELTS ON BUT THE FRONT AIRBAGS NEVER DEPLOYED. I DONT UNDERSTAND WHY THEY WOULDNT HAVE DEPLOYED WHEN WE HIT THE OTHER CAR AT AT LEAST 40MPH AFTER SLAMMING ON THE BREAKS.
10654934	CADILLAC	SRX	2011	2014-10-23	I WAS TURNING SOUTH WITH A GREEN ARROW WHEN THE SECOND DRIVER RAN A RED LIGHT TRAVELING EAST AND WE COLLIDED. HE WAS TRAVELING AT APPROXIMATELY 40-45 MILES PER HOUR AND I WAS TRAVELING AT APPROXIMATELY 30 MILES AN HOUR. OUR IMPACT WAS SOMEWHAT OF A T-INCIDENT WITH THE FRONT END OF MY CAR DAMAGED AND HIS CAR ON THE DRIVER'S SIDE DAMAGED. MY AIR BAGS DID NOT INFLATE, EVEN THOUGH WE BELIEVE THE IMPACT WAS AT THE ANGLE AND THE REQUIRED SPEED OF VEHICLES TO INFLATE THEM. THE AIR BAGS IN THE SECOND DRIVER'S CAR (FORD FOCUS) DID INFLATE. *TR
10679589	CADILLAC	SRX	2011	2015-01-08	TL* THE CONTACT OWNED A 2011 CADILLAC SRX. WHILE DRIVING 35 MPH, THE CONTACT CRASHED INTO ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY AND THE FRONT PASSENGERS SIDE SEAT BELT WAS LOOSE. A POLICE REPORT WAS FILED AND THREE UNKNOWN INJURIES WERE REPORTED. THE CONTACT DID NOT DISCLOSE IF MEDICAL ATTENTION WAS REQUIRED OR NOT. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 60,000.

11192908	CADILLAC	SRX	2011	2018-12-19	I WAS INVOLVED IN AN ACCIDENT, I RAN INTO A VEHICLE THE DAMAGE WAS TO THE FRONT OF THE CAR . THE AIRBAGS DIDNT DEPLOY OR THE SENSORS OF THE FRONT OF MY CAR DID NOT GO OFF EITHER.
10391449	CHEVROLET	EQUINOX	2011	2011-03-10	I WAS RECENTLY IN A PRETTY BAD FRONT END VEHICLE ACCIDENT GOING ABOUT 45 MPH WHEN I REAR ENDED SOMEONE. MY CAR HAS BEEN TOTALED DO TO THE DAMAGE TO THE FRONT END OF THE VEHICLE. MY AIR BAGS DID NOT DEPLOY IN THIS ACCIDENT, EVERYONE ONE I HAVE TALKED TO FROM THE TOWING COMPANY TO THE PARAMEDIC ON SEEN SAID THAT IT SHOULD HAVE DEPLOYED.
10449809	CHEVROLET	EQUINOX	2011	2012-01-23	2011 CHEVROLET EQUINOX. CONSUMER STATES AIRBAGS DID NOT DEPLOY DURING CRASH *TGW THE CONSUMER STATED ANOTHER VEHICLE PULLED OUT IN FRONT OF HIM FROM A SIDE STREET, ON HIS RIGHT SIDE, WHICH RESULTED IN THE CONSUMER HITTING THE OTHER VEHICLE, WHEN THAT VEHICLE FAILED TO STOP AT A STOP SIGN. THE CONSUMER STATED THE ENTIRE FRONT END OF THE VEHICLE WAS DESTROYED. *JB
10552442	CHEVROLET	EQUINOX	2011	2013-07-31	AIR BAGS DID NOT DEPLOY AT OR ABOVE THE MFG. THRESHOLDS.WHICH CAUSED FOR NO AIR BAG DEPLOYMENT AND SIGNIFICANT FACIAL TRAUMA ON THE STEERING WHEEL. SEAT BELT PRETENSIONERS ALSO DID PRETENSION CAUSING THE UPPER TORSO TO GO FORWARD AND CAUSE THE FACIAL TRAUMA ON THE STEERING WHEEL. *TR
10682338	CHEVROLET	EQUINOX	2011	2015-01-29	WHILE CHANGING LANES DURING AN ICE STORM, THE VEHICLE'S BACK END LET LOSE AND THE DRIVER LOST CONTROL AND SLIDE INTO THE MEDIA AT WHICH TIME THE VEHICLE WAS PROJECTED INTO THE GUARDRAIL HEAD ON. NEITHER FRONT AIRBAGS DEPLOYED NOR DID ANY OF THE AIRBAGS DEPLOY. *TR
10721958	CHEVROLET	EQUINOX	2011	2015-05-09	TL* THE CONTACT OWNS A 2011 CHEVROLET EQUINOX. THE CONTACT WAS INVOLVED IN A FRONTAL CRASH. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS NOT FILED AND NO INJURIES WERE SUSTAINED. THE VEHICLE WAS DECLARED DESTROYED BY THE INSURANCE COMPANY. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 58,000.
10949808	CHEVROLET	EQUINOX	2011	2017-01-31	INVOLVED IN AN ACCIDENT WHERE I COLLIDED WITH ANOTHER CAR. THE FRONT END OF MY CAR WAS COMPLETED DAMAGED TO THE POINT WHERE THE CAR WAS TOTALED. THE PROBLEM WITH THIS ACCIDENT WAS THE AIR BAGS DID NOT GO OFF CAUSING INJURY TO MYSELF AND MY WIFE. I ESTIMATE THE SPEED AT COLLISION TO BE AROUND 30MPH. I WAS TRAVELING WEST BOUND AT ABOUT 630PM IN THE EVENING, ON A FOUR LANE CITY ROAD WITH A CENTER TURN LANE. I WAS IN MY LANE AND FAILED TO STOP BEFORE HITTING THE CAR IN FRONT OF ME. MY WIFE SPOKE WITH THE REPAIR SHOP CLERK WHO INFORMED THAT THIS WAS A COMMON ISSUE WITH MANY EQUINOX'S UNDER THE SAME CONDITIONS. I BELIEVE THE AIR BAGS SHOULD HAVE GONE OFF AND THEREFORE I
11010876	CHEVROLET	EQUINOX	2011	2017-06-09	JUNE 9, 2017 AT 10:00 PM I HIT A DEER ON SOUTH DAKOTA HWY 11 IN LINCOLN COUNTY. THE SPEED LIMIT WAS 65 MPH AND I WAS GOING 68 MPH WHEN I HIT THE DEER HEAD ON. I DROVE OVER TO THE SIDE OF THE ROAD AND THE VEHICLE STOPPED. AFTER A FEW MINUTES MY WIFE AND I SMELLED BURNING ELECTRICAL WIRE. WE GOT OUT OF THE CAR AND STARTED TO WALK AWAY AND WITHIN 10 MINUTES THE WHOLE THING WENT UP IN FLAMES. THE CAR WAS TOTALED AND THE AIRBAGS DID NOT GO OFF. IF WE WOULD HAVE WENT IN THE DITCH AND BEEN UNCONSCIOUS WE WOULD HAVE BURNT UP WITH THE VEHICLE. THERE IS NO REASON THAT VEHICLE SHOULD HAVE STARTED ON FIRE. GMC WILL NOT ACKNOWLEDGE THAT THERE WAS ANYTHING WRONG WITH THE VEHICLE.
11189908	CHEVROLET	EQUINOX	2011	2019-03-08	VECHICAL WAS INVOLVED IN A CRASH, REAR ENDED ANOTHER VEHICLE, VECHICAL WAS TOTALED. AIRBAGS NEVER WENT OFF. ON A HIGHWAY ABOUT 50-60 MPH.
10607261	CHEVROLET	SILVERADO	2011	2014-02-14	MY VEHICLE WAS FORCED OFF THE ROAD BY ANOTHER VEHICLE CAUSING MY VEHICLE TO HIT A LIGHT POLE HEAD ON. NO AIR BAGS DEPLOYED. DRIVER AND PASSENGER SUFFERED INJURY. *TR

10487443	CHEVROLET	TAHOE	2011	2012-12-02	I WAS DRIVING WEST ON RIO RD. IN CHARLOTTESVILLE, VA, AT ROUGHLY 35 MPH. AT APPROXIMATELY 6:00 PM, A DEER EMERGED FROM THE PASSENGER SIDE OF THE VEHICLE. IT HAPPENED INSTANTANEOUSLY AND AVOIDING THE DEER WAS NOT AN OPTION. IMMEDIATELY AFTER STRIKING THE DEER AT THE FRONT RIGHT BUMPER (UNDERNEATH HEADLIGHT), THE SIDE AIRBAGS DEPLOYED IN MY 2011 CHEVY TAHOE. HOWEVER, THE AIRBAG THAT WAS SUPPOSE TO DEPLOY FROM THE DRIVERS SEAT (ON THE SIDE NEAR SEATBELT) DID NOT DEPLOY. ADDITIONALLY, THE FRONT TWO AIRBAGS (FROM STEERING WHEEL AND DASHBOARD) DID NOT DEPLOY AS WELL. MOREOVER, APPROXIMATELY THREE MONTHS BACK, ANOTHER FAMILY MEMBER ALSO HIT A DEER WITH THE SAME VEHICLE (2011 CHEVY TAHOE) AND AT THAT TIME NO AIRBAGS DEPLOYED. IN THIS INCIDENT THE VEHICLE WAS TRAVELING 70 MPH AND THE DEER STRUCK THE LEFT SIDE OF THE FRONT BUMPER AND NO AIRBAGS DEPLOYED. AT THE TIME, WE DIDN'T EVEN THINK ABOUT DEFECTIVE AIRBAGS, BUT NOW, WE ARE VERY, VERY CONCERNED THAT THERE'S A DEFECT. WE SIMPLY DO NOT KNOW WHAT TO DO. I HAVE CONTACTED CHEVROLET DIRECTLY AND THEY ASSURE ME SOMEONE WILL COME OUT AND LOOK AT THE VEHICLE THIS WEEK SOMETIME. I WOULD BE RELIEVED IF SOMEONE FROM THE NHTSA ALSO INVESTIGATES THESE TWO SCENARIOS. WHAT IS CHEVROLET'S RESPONSIBILITY TO ME AND MY FAMILY IN THESE TWO CASES? AND WHAT IS THE BEST COURSE OF ACTION? FURTHERMORE, I CAN ARRANGE FOR MY INSURANCE ADJUSTOR TO GATHER ANY DOCUMENTATION FROM THE FIRST INCIDENT (WHERE AIRBAGS DID NOT DEPLOY) SUCH AS PHOTOS, REPORTS AND PROVIDE THEM TO YOU. THE VEHICLE IS SITTING IN MY DRIVEWAY BECAUSE I AM WAITING FOR A CHEVROLET REPRESENTATIVE TO COME AND INSPECT IT. I WOULD APPRECIATE YOUR PROMPT ACTION IN THIS MATTER. THANK YOU! *TR
10586298	CHEVROLET	TRAVERSE	2011	2011-05-31	I WAS GOING STRAIGHT AT 40 MPH (CONFIRMED BY GM ENGINEER). ANOTHER VEHICLE TURNED IN FRONT OF ME AND THERE WAS A T-BONE STYLE OF ACCIDENT. THE OTHER CAR WAS TOTALED AND MINE TOOK ABOUT \$18000 OF DAMAGE. NONE OF MY AIRBAGS DEPLOYED. I COMPLAINED TO GM, THEY SENT AN ENGINEER OUT TO LOOK AT THE VEHICLE BEFORE IT WAS REPAIRED TO ASSESS AND THEY SAID THAT THE AIRBAGS NOT DEPLOYING MEANT THAT THEY FUNCTIONED CORRECTLY. THE ENGINEERS REPORT SAID AT THE MOMENT OF IMPACT, MY CAR WAS TRAVELING 40MPH, AND I HAVE A HARD TIME BELIEVING THAT THE AIRBAGS WOULDN'T DEPLOY UNDER ANY CIRCUMSTANCES WHILE THE VEHICLE IS TRAVELING 40MPH. *TR
11113909	CHEVROLET	TRAVERSE	2011	2018-07-16	AIR BAGS DO NOT COME OUT IN HIGHWAY IMPACT OF 70 MILES PER HOUR.
10794590	GMC	TERRAIN	2011	2015-11-12	TL* THE CONTACT OWNS A 2011 GMC TERRAIN. WHILE DRIVING APPROXIMATELY 55 MPH, THE CONTACT CRASHED INTO THE SIDE OF ANOTHER VEHICLE THAT VEERED INTO THE CONTACT'S LANE. THE AIR BAGS FAILED TO DEPLOY. THERE WERE MINOR INJURIES THAT DID NOT REQUIRE MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOW YARD. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 70,000.UPDATED 04/01/16 *BF *CN
10851422	GMC	TERRAIN	2011	2016-01-15	TL* THE CONTACT OWNS A 2011 GMC TERRAIN. WHILE DRIVING 55 MPH, THE CONTACT FELL ASLEEP CRASHED INTO THE REAR OF ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED INJURIES TO THE SPINE, WHICH REQUIRED MEDICAL ATTENTION. THERE WERE NO INJURIES SUSTAINED TO THE DRIVER OF THE OTHER VEHICLE. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 62,000.
11166326	GMC	TERRAIN	2011	2019-01-04	MY 2011 GMC TERRAIN HIT A VEHICLE IN FRONT, CAUSING MAJOR DAMAGE (THE VEHICLE IS TOTALED OUT) AND NO AIR BAGS DEPLOYED. MY VEHICLE WAS TRAVELING AT APPROXIMATELY 55 MPH NORTHBOUND IN THE #3 LANE OF THE 41 FREEWAY, SOUTH OF THE SHAW EXIT. IMPACT WAS ESTIMATED TO BE BETWEEN 20 TO 30 MPH. THE DRIVER, MY 18 YEAR GRAND-DAUGHTER HIT HER HEAD ON THE STEERING WHEEL AND HER LEFT WRIST WAS INJURED HOLDING ON TO THE STEERING WHEEL. THE 18 YEAR OLD FEMALE RIGHT FRONT SEAT PASSENGER SUFFERED AN ANKLE INJURY. WHY DID THE AIR BAGS FAIL TO DEPLOY, WITH A STRAIGHT ON FRONT END COLLISION WITH THE VEHICLE IN FRONT?! UNACCEPTABLE!!!
10732291	CADILLAC	SRX	2010	2015-06-22	HIT HEAD ON BY TRUCK GOING APPROX. 45 MPH THAT SWERVED INTO MY CENTER TURN LANE. FRONT END DEMOLISHED - CAR WAS TOTALED - BUT AIR BAGS DID NOT DEPLOY. SEAT BELT DID NOT LOCK ON IMPACT. SIDE OF MY HEAD HIT DRIVER'S WINDOW OR FRAME - WAS CATAPULTED FORWARD AND CAUGHT IN SEAT BELT WHEN IT PULLED OUT ALL THE WAY, RESULTING IN HORRIFIC AND PAINFUL CHEST, ABDOMEN AND LEFT LEG INJURIES (SOFT TISSUE).
10927215	CADILLAC	SRX	2010	2016-11-16	I WAS IN A MINOR COLLISION. RAN INTO THE BACK OF SOMEONE. MY AIRBAGS DIDN'T DEPLOY AND MY ENGINE IMMEDIATELY CAUGHT ON FIRE AND IN A FEW MINUTES MY WHOLE CAR WAS ON FIRE AND DESTROYED. THERE WAS NO KNOWN REASON HOW OR WHY THE FIRE STARTED.
11053454	CADILLAC	SRX	2010	2017-12-02	I WAS IN A CAR ACCIDENT ALONG WITH TWO OTHER PASSENGERS AND NONE OF THE AIR BAGS DEPLOYED

10383428	CHEVROLET	EQUINOX	2010	2011-01-17	ON JAN 17TH,2011 MY VEHICLE WAS WRECKED BY THE DEALER ON SITE OF DEALERSHIP. THE WHOLE FRONT END WAS CAVED IN ON CENTER. THE DRIVER A MECHANIC AT DON WOODS CHEVROLET WAS DRIVING AT A HIGHER THEN NORMAL SPEED. HE HIT A POLE DEAD CENTER AND THE AIR BAG DID NOT DEPLOY. THE DRIVER WAS INJURED TO WHAT EXTENT I AM NOT SURE, BUT I AM NOT WANTING THIS CAR BACK FEELING THE AIRBAG MAY DEPLOY AT ANYTIME DUE TO THE HIT IT TOOK OR IT ISN'T SAFE AND WILL NOT DEPLOY UPON AN ACCIDENT. *TR
10460416	CHEVROLET	EQUINOX	2010	2012-05-18	AS I APPROACHED AN INTERSECTION, I HIT THE REAR END OF A FORD 150 PICK UP TRUCK THAT WAS IN THE INTERSECTION WAITING TO MAKE A LEFT TURN. MY APPROX SPEED WAS 15 MILES PER HOUR. I HAD MY SEATBELT ON, I WAS TAKEN BY AMBULANCE TO THE HOSPITAL - MY EVALUATION REVEALED SPRAIN/STRAIN TO MY NECK, FRACTURED RIGHT ANKLE, AND CHEST WALL DISCOMFORT RELATED TO THE SEAT BELT. THE CAR WAS TOTALED --- THE AIRBAG DID NOT DEPLOY. *TR
10508670	CHEVROLET	EQUINOX	2010	2013-03-25	TL* THE CONTACT OWNS A 2010 CHEVROLET EQUINOX. THE CONTACT STATED THAT WHILE TRAVELING 15 MPH, ANOTHER DRIVER CRASHED INTO THE FRONT DRIVER'S SIDE CORNER OF THE VEHICLE. THE COLLISION CAUSED THE CONTACT TO THEN CRASH INTO A UTILITY POLE. THE AIR BAGS FAILED TO DEPLOY. THE POLICE ARRIVED AND A REPORT WAS FILED. THE CONTACTS INSURANCE COMPANY INSPECTED THE VEHICLE AND ADVISED THE CONTACT THAT THE AIR BAGS SHOULD HAVE DEPLOYED UPON IMPACT. THE CONTACT SUSTAINED A FRACTURED RIB AND INJURY TO THE HEAD. THE VEHICLE WAS DESTROYED. THE FAILURE AND THE CURRENT MILEAGE WAS 42,000. *TR
10746722	CHEVROLET	EQUINOX	2010	2015-07-08	I WAS DRIVING IN TRAFFIC WHEN THE CAR IN FRONT OF ME STOPPED ABRUPTLY IN FRONT OF ME. I READ ENDED HIM GOING ABOUT 40 MILES PER HOUR. MY AIR BAGS DID NOT INFLATE. I EXITED THE CAR AND BEGAN SPEAKING WITH THE OTHER DRIVER WHEN WE HEARD A POP IN MY CAR. SMOKE STARTING COMING OUT OF THE ENGINE COMPARTMENT AND THEN ALMOST IMMEDIATELY MY CAR ENGINE CAUGHT ON FIRE. THE CAR WAS NOT RUNNING. I INJURED MY KNEE AND SHOULDER IN THE INCIDENT.
10809547	CHEVROLET	EQUINOX	2010	2015-12-08	TL* THE CONTACT OWNED A 2010 CHEVROLET EQUINOX. WHILE DRIVING 35 MPH, THE CONTACT ATTEMPTED TO AVOID HITTING A DEER AND STRUCK THE GUARDRAIL. THE AIR BAGS FAILED TO DEPLOY. THE EMERGENCY ONSTAR SYSTEM RESPONDED AND CALLED THE POLICE AND AMBULANCE. THE VEHICLE WAS TOWED TO A COLLISION CENTER WHERE THE VEHICLE WAS DIAGNOSED AS DESTROYED. THE CONTACT SUSTAINED INJURIES TO THE HEAD, NECK, BACK, AND HANDS. A POLICE REPORT WAS FILED. THE MANUFACTURER WAS NOTIFIED. THE APPROXIMATE FAILURE MILEAGE WAS 57,000.
10928817	CHEVROLET	EQUINOX	2010	2016-11-25	AIRBAGS DID NOT DEPLOY WHEN INVOLVED IN CAR ACCIDENT ON 11/25/2016
10649152	CHEVROLET	SILVERADO	2010	2013-11-14	LETTER FROM CONGRESSMAN WITTMAN ON BEHALF OF CONSTITUENT RE AIRBAGS THAT DID NOT DEPLOY. *SMD 2010 CHEVROLET SILVERADO. THE CONSUMER WAS INVOLVED IN AN ACCIDENT. AS A RESULT, SHE SUSTAINED A BRAIN INJURY.*JB
10315713	CHEVROLET	TRAVERSE	2010	2010-02-25	1. STOPPED AT RED LIGHT IN 2010 CHEVROLET TRAVERSE SUV AND REAR ENDED BY A NISSAN FRONTIER PICK UP TRUCK TRAVELING AT A HIGH RATE OF SPEED. DRIVER'S SEAT BELT ON BUT DRIVER'S HEAD THROWN AGAINST WINDSHIELD AND THEN DRIVER'S BODY SLAMMED AGAINST THE BACK OF THE DRIVER'S SEAT WHICH WAS FORCED BACK TO A RECLINING POSITION. AIRBAG DID NOT DEPLOY. 2. SEAT BELT FAILED TO PREVENT DRIVER'S HEAD FROM HITTING WINDSHIELD IF IT IS SUPPOSED TO IN THIS TYPE OF COLLISION. DID THE SEAT BACK ACT PROPERLY IN SUCH A COLLISION? WAS THE AIRBAG SUPPOSED TO DEPLOY IN THIS TYPE OF COLLISION. 3. IN BODY SHOP TO REPAIR TO PRE-ACCIDENT CONDITION.. *TR
10637484	CHEVROLET	TRAVERSE	2010	2010-07-19	WAS GETTING READY TO PARK ON THE STREET WHEN A CAR HIT ME,I HIT A CAR IN FRONT OF ME,MY CAR WAS THROWN ON THE SIDE WALK,I WAS PASS OUT FOR A FEW SECONDS,BUMP MY HEAD,MY CAR WAS TOTAL, FRONT AND REAR,SURPRISINGLY MY AIR BAG DID NOT DEPLOY TO HELP PROTECT ME FROM MY INJURIES I GOT. *TR
10749869	CHEVROLET	TRAVERSE	2010	2015-08-06	TL* THE CONTACT OWNS A 2010 CHEVROLET TRAVERSE. WHILE DRIVING AT AN UNKNOWN SPEED ATTEMPTING TO MAKE A LEFT TURN, ANOTHER VEHICLE CRASHED INTO THE CONTACTS VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED UNKNOWN INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A SALVAGE YARD. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE APPROXIMATE FAILURE MILEAGE WAS 75,000.
11210243	CHEVROLET	TRAVERSE	2010	2018-12-01	TL* THE CONTACT OWNS A 2010 CHEVROLET TRAVERSE. WHILE DRIVING 30 MPH, THE VEHICLE WAS HIT BY ANOTHER VEHICLE COMING FROM THE OPPOSITE DIRECTION AS IT WAS MAKING A TURN INTO A PARKING LOT. THE CONTACT WAS INJURED BUT NOT TRANSPORTED BY AMBULANCE TO A HOSPITAL SHE WENT TO THE DOCTOR THE SAME DAY. A POLICE REPORT WAS FILED THE VEHICLE WAS TOTALED AND TOWED AWAY TO A SALVAGE LOT. THE FRONTAL AIR BAGS DID NOT DEPLOY DURING THE CRASH.THE FAILURE MILEAGE WAS 103,000. TF
10574295	GMC	TERRAIN	2010	2014-02-21	INVOLVED IN A 21 CAR PILE UP IN THE UPPER PENINSULA DURING A COMPLETE WHITE OUT. WE WERE ONLY TRAVELING APPROXIMATELY 25 MILES PER HOUR BUT, WE DID HAVE SERIOUS IMPACT IN THE FRONT, AFTER HITTING A TRAILER AND ALSO SERIOUS IMPACT FROM BEHIND WHEN HIT BY A TRUCK AND TRAILER. NO AIRBAGS DEPLOYED. THE TRUCK TRAVELING AHEAD OF US, THAT WE HIT, THE AIRBAGS DID DEPLOY. MY FATHER AND BROTHER, WHO WERE ALSO BOTH DRIVING CHEVY TRUCKS, AND ALSO HAD SERIOUS FRONT END DAMAGE DURING THE SAME ACCIDENT, THEIR AIRBAGS DID NOT DEPLOY EITHER. *TR

10810541	GMC	TERRAIN	2010	2015-12-05	TL* THE CONTACT OWNED A 2010 GMC TERRAIN. WHILE DRIVING 45 MPH, THE CONTACT CRASHED INTO THE REAR OF ANOTHER VEHICLE AND THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED FACIAL INJURIES THAT REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE VIN WAS INVALID. THE APPROXIMATE FAILURE MILEAGE WAS 51,000.
10547172	BUICK	ENCLAVE	2009	2009-08-16	GOT INTO A MAJOR ACCIDENT TWO CARS RAN INTO MY VEHICLE AND EVERYONE WAS INJURED AND THE AIR BAGS DID NOT COME ON TO PREVENT THAT. I HAVE INSURANCE AND POLICE REPORT THAT STATES THIS. *TR
10572633	CHEVROLET	EQUINOX	2009	2014-03-11	I HAD PASSED OUT WHILE DRIVING TO WORK DUE TO LOW BLOOD SUGAR. THE FRONT OF MY VEHICLE CRASHED INTO A STRUCTURE AT APPROXIMATELY 55/60 MPH. NONE OF MY AIRBAGS EVER DEPLOYED. I WAS TRANSPORTED TO THE HOSPITAL. *TR
10331539	CHEVROLET	SILVERADO	2009	2010-04-19	TL* THE CONTACT OWNS A 2009 CHEVROLET SILVERADO. THE CONTACT STATED THAT WHILE TRAVELING APPROXIMATELY 35 MPH AND APPROACHING AN INTERSECTION, THE VEHICLE ABNORMALLY VEERED OFF THE ROAD. THE VEHICLE PROCEED TO TRAVEL OFF THE ROADWAY AND WENT AIRBORNE OVER AND EMBANKMENT BEFORE CRASHING INTO A DITCH. THE AIR BAGS DID NOT DEPLOY UPON IMPACT AND THE CONTACT SUSTAINED MODERATE TO SEVER INJURIES. THE CONTACT WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE AND A POLICE REPORT WAS FILED ACCORDINGLY. THE VEHICLE WAS TOWED TO A CHEVROLET DEALER FOR REPAIRS. THE FAILURE WAS 13,800 UPDATED 7/16/10 *CN UPDATED 08/18/10
10447821	CHEVROLET	SILVERADO	2009	2011-10-13	TL* THE CONTACT OWNS A 2009 CHEVROLET SILVERADO. THE CONTACT STATED THAT WHILE DRIVING 55 MPH, HE FELL ASLEEP AND LOST CONTROL OF THE VEHICLE. THE VEHICLE CRASHED INTO A CEMENT WALL AND THE FRONT DRIVERS AIR BAG DID NOT DEPLOY. THE CONTACT SUFFERED HEAD INJURIES DURING THE CRASH. THE VEHICLE WAS REPAIRED. THE MANUFACTURER INVESTIGATED THE FAILURE AND CONCLUDED THAT THE AIR BAG PERFORMED AS DESIGNED. THE FAILURE MILEAGE WAS 46,000 AND THE CURRENT MILEAGE WAS 55,000.
10496236	CHEVROLET	SILVERADO	2009	2013-02-01	2009 CHEVY SILVERADO LOST TRACTION ON HIGHWAY DURING SLIPPERY ROAD CONDITIONS, VEHICLE SPUN OUT AND HIT A METAL ROPED FENCE HEAD ON AND ALSO WENT ACROSS THE MEDIAN AND SLAMMED THE FRONT END OF VEHICLE INTO A GUARD RAIL STOPPING IT INSTANTLY FROM GOING INTO ON COMING TRAFFIC. THE VEHICLES DAMAGE WAS ON THE FRONT END DIRECTLY IN THE CENTER CAUSING A WEDGE INTO THE RADIATOR, ENGINE AND BENT THE FRONT OF THE FRAME. THE IMPACT WAS VERY LOUD AND SOLID. THE IMPACT CAUSED THE TRUCK TO STAND ON THE FRONT OF VEHICLE, SLAMMING THE BACK END OF THE VEHICLE ON THE GROUND WITH GREAT FORCE. THE AIRBAG DIDN'T DEPLOY WHICH AT THE SPEED OF AROUND 60 MPH AND THE PLACE THE VEHICLE WAS HIT IN, MAKES ME VERY CONCERNED ON THE SAFETY OF THIS VEHICLE. MY 5 YEAR OLD SON SAID HIS RIGHT ARM WAS HURTING AFTER THE ACCIDENT AND WITH IN THE HOUR OF HAVING THE ACCIDENT MYSELF ENDED UP IN THE HOSPITAL WITH A STIFF NECK AND A VERY SOAR AND BRUISED BACK, I WAS RELEASED WITH MINOR INJURIES AND I CONSIDER MYSELF LUCKY. PLEASE LET ME KNOW IF ANYTHING CAN BE DONE ABOUT THIS SITUATION AND THE SAFETY OF MYSELF AND MY SON. *TR
11340458	CHEVROLET	SUBURBAN	2009	2020-02-17	TL* THE CONTACT OWNS A 2009 CHEVROLET SUBURBAN. THE CONTACT STATED THAT WHILE HIS WIFE WAS DRIVING AT A LOW RATE OF SPEED, SHE ATTEMPTED TO MAKE A LEFT TURN AND WAS HIT BY A CAR COMING FROM THE OPPOSITE SIDE. THE AIR BAGS DID NOT DEPLOY UPON IMPACT. THE DRIVER WAS TREATED FOR WHIPLASH AND MULTIPLE BULGED DISKS IN HER BACK WHICH WOULD REQUIRE SURGERY. A POLICE REPORT WAS NOT FILED. THE DRIVER WAS ABLE TO DRIVE THE VEHICLE HOME AFTER THE ACCIDENT. THE CONTACT STATED THAT THE VEHICLE HAD BEEN INCLUDED IN NHTSA CAMPAIGN NUMBER: 16V381000 (AIR BAGS); HOWEVER, THE PARTS TO DO THE REPAIR WERE UNAVAILABLE. THE DEALER NOR THE MANUFACTURER HAD BEEN NOTIFIED OF THE FAILURE. THE VEHICLE HAD YET TO BE REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 167,000.
10944639	CHEVROLET	TRAILBLAZER	2009	2017-01-06	TL* THE CONTACT OWNED A 2009 CHEVROLET TRAILBLAZER. WHILE DRIVING 70 MPH, THE CONTACT'S VEHICLE REAR ENDED ANOTHER VEHICLE. IN TURN, THE CONTACT'S VEHICLE WAS STRUCK BY A SEMI-TRUCK. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED INJURIES TO THE HEAD, KNEES, AND ARMS, WHICH REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED AND TOWED. THE MANUFACTURER WAS NOT MADE AWARE OF THE CRASH. THE FAILURE MILEAGE WAS 135,000.
11184731	CHEVROLET	TRAILBLAZER	2009	2019-02-22	TRAVELING ON HIGHWAY APPLIED BRAKES AND HIT CAR IN REAR. AIR BAGS NOT DEPLOYED.
10375125	CHEVROLET	TRAVERSE	2009	2010-12-17	TL*THE CONTACT OWNS A 2009 CHEVROLET TRAVERSE. THE CONTACT APPLIED THE BRAKES WHILE DRIVING 35 MPH AND THE VEHICLE CRASH INTO THE REAR END OF THE VEHICLE IN FRONT. THE AIR BAG DID NOT DEPLOY. THE CONTACT SUFFERED A FRACTURED STERNUM BY HITTING THE STEERING WHEEL. THE CONTACT STATED THAT THE SEAT BELT DID NOT LOCK DURING THE CRASH. THE CONTACT WAS TAKEN TO THE HOSPITAL. THE MANUFACTURER STATED THAT THEY WILL PERFORM AN INVESTIGATION REGARDING THE SEAT BELT. THE FAILURE MILEAGE WAS 30,000.

10501339	CHEVROLET	TRAVERSE	2009	2013-02-22	TL* THE CONTACT OWNS A 2009 CHEVROLET TRAVERSE. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 55 MPH, CRASHED INTO A HIGHWAY BARRIER WHILE ATTEMPTING TO AVOID CRASHING INTO ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THE VEHICLE WAS TOWED TO A SALVAGE YARD. THE POLICE REPORTED TO THE SCENE AND A REPORT WAS FILED. THE CONTACT WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE FOR TREATMENT OF INJURIES TO THE BACK. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS NOT AVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 48,000.
10620828	GMC	ACADIA	2009	2014-07-12	TL* THE CONTACT OWNS A 2009 GMC ACADIA. THE CONTACT STATED WHILE DRIVING 20 MPH THE FRONT PASSENGER SIDE TIRE BLEW AND THE CONTACT LOST CONTROL OF THE VEHICLE, CRASHING INTO A TWO FOOT DITCH. THE VEHICLE THEN WENT THROUGH A ROW OF HEDGES AND CRASHED INTO A TREE ON THE DRIVER'S SIDE. THE SEAT BELT DID NOT RESTRAIN THE CONTACT AND THE AIR BAGS DID NOT DEPLOY. THE REAR SEATS COLLAPSED AS WELL. THE CONTACT SUSTAINED A SEVERE CONCUSSION FROM HITTING HER HEAD ON THE WINDSHIELD, BRUISED LEGS, ARM, FRACTURED NOSE, AND BRUISING TO THE FACE. THE CONTACT WAS FOUND LYING OVER THE CONSOLE AND WAS TAKEN TO THE EMERGENCY ROOM. A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS TOWED TO A COLLISION SHOP. THE CONTACT LATER RECEIVED NOTIFICATION OF NHTSA RECALL CAMPAIGN NUMBER 14V266000 (SEAT BELT) HOWEVER, THE PART NEEDED FOR THE REPAIR WAS NOT AVAILABLE. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 120,000.
11308898	GMC	ACADIA	2009	2020-02-07	I WAS DRIVING ON THE MAIN HIGHWAY GOING 35MPH AND ANOTHER VEHICLE PULLED OUT I FRONT OF ME CAUSING ME TO HIT HER WITH MY FRONT END. MY AIRBAGS NEVER DEPLOYED BUT MY SERVICE AIRBAGS LIGHT IS ON AS WELL AS THE MESSAGE ON MY BOARD.
10966352	GMC	YUKON	2009	2017-03-13	TL* THE CONTACT OWNS A 2009 GMC YUKON. WHILE DRIVING 35 MPH, THE CONTACT CRASHED INTO THE DRIVER'S SIDE DOOR OF ANOTHER VEHICLE, WHICH THEN ROLLED OVER. THE AIR BAGS FAILED TO DEPLOY. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT SUSTAINED INJURIES TO THE LEFT FOOT, LEFT KNEE, A CONCUSSION, CHEST PAINS, AND A BLACK EYE. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A DEALER WHERE THE FAILURE WAS DIAGNOSED. THE DRIVER OF THE OTHER VEHICLE ALSO SUSTAINED MINOR INJURIES. THE CONTACT HAD NOT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 16V381000 (AIR BAGS), WHICH WAS ASSOCIATED WITH THE VIN. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 69,000.
11055457	BUICK	ENCLAVE	2008	2017-12-13	TL* THE CONTACT OWNS A 2008 BUICK ENCLAVE. WHILE DRIVING APPROXIMATELY 20 MPH, THE CONTACT LOST CONTROL AND CRASHED HEAD ON INTO ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED INJURIES TO THE HEAD, WHICH REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS TOWED TO THE CONTACT'S RESIDENCE. THE CONTACT WAS NOT SURE IF THE VEHICLE WAS DESTROYED. A LOCAL DEALER AND MANUFACTURER WERE NOT CONTACTED. THE VIN AND FAILURE MILEAGE WERE NOT AVAILABLE.
10632511	CHEVROLET	EQUINOX	2008	2014-05-14	TL* THE CONTACT OWNS A 2008 CHEVROLET EQUINOX. THE CONTACT STATED THAT WHILE DRIVING AT AN UNKNOWN SPEED, THE VEHICLE HYDRO-PLANED AND CRASHED. THE CONTACT MENTIONED THAT NONE OF THE AIR BAGS DEPLOYED. A POLICE REPORT WAS FILED AND INJURIES WERE SUSTAINED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VEHICLE WAS INSPECTED AND THE TECHNICIAN STATED THAT THE AIR BAGS WERE NOT EXPECTED TO DEPLOY. THE FAILURE MILEAGE WAS 91,000. PAM..UPDATED 09/25/14 *BF UPDATED 10/23/2014*LJ THE CONSUMER STATED THE KEY WAS STUCK IN THE IGNITION. UPDATED 12/08/14 .*JB UPDATED 12/28/15.*JB THE CONSUMER STATED GM CLAIMED TO HAVE INVESTIGATED THE CRASH AND STATED THE AIR BAG WAS NOT DESIGNED TO DEPLOY IN THE TYPE OF CRASH THE CONSUMER WAS INVOLVED IN. UPDATED 01/05/16.*JB UPDATED 06/02/16.*JB *JS
10442223	CHEVROLET	SILVERADO	2008	2011-12-30	TL* THE CONTACT OWNS A 2008 CHEVROLET SILVERADO. THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED INTO A TREE. NEITHER THE DRIVER NOR THE PASSENGER SIDE AIR BAGS DEPLOYED. THE VEHICLE WAS DESTROYED AND THE CONTACT SUSTAINED HEAD AND BACK INJURIES. THE CONTACT DID CALL THE MANUFACTURER. THE FAILURE MILEAGE WAS 66,000. UPDATED 02/15/12*LJ UPDATED 02/24/12
10565014	CHEVROLET	SILVERADO	2008	2014-02-18	7:10 A.M. TUESDAY MORNING, I HIT BLACK ICE AND LOST CONTROL OF MY VEHICLE. I PROCEEDED TO SLIDE UNCONTROLLABLY ACROSS THE ROAD. I THEN HIT A CLIFF WITH THE FRONT END OF MY VEHICLE, ONCE I HIT THE CLIFF MY VEHICLE THEN FLIPPED IN THE AIR AND LANDED ON THE DRIVER SIDE OF THE VEHICLE. ONCE I HAD LANDED ON THE PAVEMENT, ANOTHER VEHICLE CAME ALONG PROCEEDING AT AROUND 45 MPH. THE VEHICLE PROCEEDED TO HIT THE HOOD OF MY VEHICLE. THE DRIVER HIT MY HOOD DIRECTLY WITH THE FRONT END OF HIS VEHICLE. DURING THE WHOLE INCIDENT, I HAD MY SEATBELT ON. ALSO IT WAS INDICATED THAT MY AIR BAGS WERE ONE AND FUNCTIONING CORRECTLY. THE VEHICLE ITSELF WAS TOTALED AND I SUSTAINED WHIPLASH, A SLIGHT CONCUSSION, SEVERE BRUISES AND CUTS, AND ALSO RECEIVED A CHIPPED TOOTH FROM HITTING THE STEERING WHEEL WITH MY FACE. *TR

10672875	CHEVROLET	SILVERADO	2008	2015-01-07	I WAS ON MY WAY HOME FROM WORK AFTER WORKING A VERY LONG DAY AND I FELL ASLEEP AT THE WHEEL AND WENT OFF THE SIDE OF 225. ALL I REMEMBER WAS WAKING UP IN BETWEEN TREES ABOUT TWO FEET AWAY FROM SIMS BAYOU. MY VEHICLE WAS TOTALED. NO AIR BAGS DEPLOYED. *TR
10678613	CHEVROLET	SILVERADO	2008	2015-01-16	2008 CHEVY SILVERADO 4X4 WT. DRIVER SIDE AIRBAG DID NOT DEPLOY DURING CRASH. VEHICLE IMPACT WAS ON THE FRONT. A FATALITY OCCURRED DURING THIS CRASH. (PASSENGER IN OTHER VEHICLE) POINT OF IMPACT WAS FRONT OF SILVERADO INTO PASSENGER SIDE OF OTHER VEHICLE. *TR
10681040	CHEVROLET	SILVERADO	2008	2015-01-21	TL* THE CONTACT OWNS A 2008 CHEVROLET SILVERADO. THE CONTACT STATED THAT THE AIR BAGS FAILED TO DEPLOY AFTER BEING INVOLVED IN A CRASH. THE SPECIFICS OF THE CRASH WERE NOT AVAILABLE. A POLICE REPORT WAS FILED AND THE DRIVER SUSTAINED INJURIES TO THE HEAD, THE NECK, AND THE BACK THAT DID NOT REQUIRE MEDICAL ATTENTION. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 111,687.
10761080	CHEVROLET	SILVERADO	2008	2015-08-25	TL* THE CONTACT OWNED A 2008 CHEVROLET SILVERADO. WHILE DRIVING 65 MPH, THE CONTACT FELL ASLEEP BEHIND THE WHEEL AND THE VEHICLE DROVE OFF THE ROAD. THE CONTACT CRASHED INTO THE SUPPORT CABLES ON THE SIDE OF THE ROAD. THE CONTACT STATED THAT THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THERE WERE NO INJURIES. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE IT WAS DEEMED DESTROYED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 127,000.
10261711	CHEVROLET	TRAILBLAZER	2008	2009-03-07	TL*THE CONTACT OWNS A 2008 CHEVROLET TRAILBLAZER. WHILE DRIVING 35 MPH, THE CONTACT WAS INVOLVED IN A HEAD-ON CRASH. THE ENTIRE FRONT END OF HIS VEHICLE WAS CRUSHED AND THE INSURANCE COMPANY DECLARED THE VEHICLE AS DESTROYED. THE SEAT BELTS PROPERLY RESTRAINED THE CONTACT, BUT THE AIR BAGS FAILED TO DEPLOY. THERE WERE NO INJURIES, BUT A POLICE REPORT WAS FILED. THE FAILURE MILEAGE WAS 6,500.
10679071	CHEVROLET	TRAILBLAZER	2008	2015-01-18	THE VEHICLE LOST CONTROL ON BLACK ICE, THE STEERING WHEEL AND BRAKES LOCKED UP AND THE TRAILBLAZER HIT A TREE.THE AIRBAG NEVER DEPLOYED. THE VEHICLE'S FRAME WAS BENT. THE SUV WAS CONSIDERED A TOTAL LOSS. THE VEHICLE PICKED UP A LITTLE MORE SPEED WHILE ON THE ICE, BUT NO MORE THAN 30 MPH. *TR
11143666	CHEVROLET	TRAILBLAZER	2008	2018-10-19	WAS TRAVELING 40 MPH AND WAS HIT HEAD ON BY ANOTHER VEHICLE. NONE OF THE AIR BAGS DEPLOYED. WAS ON A CITY STREET WITH A 40 MPH SPEED LIMIT. GOING STRAIGHT.
11324166	CHEVROLET	TRAILBLAZER	2008	2020-05-05	TL* THE CONTACT OWNED A 2008 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT HE CRASHED AND REAR ENDED INTO ANOTHER VEHICLE STOPPED AT A STOP LIGHT AT 53 MPH. THE CONTACT STATED THAT THE AIR BAGS FAILED TO DEPLOY AS WELL AS THE SEAT BELT PRETENSIONER FAILED TO ENGAGE. THE CONTACT SUSTAINED A SEVERE CONCUSSION & ALMOST BIT HIS TONGUE OFF WITH HIS HEAD SMASHING INTO THE WINDSHIELD. HE ALSO SUSTAINED CUTS AND BRUISES ON HIS LOWER BODY AND LEGS AND A BRUISED NECK. THERE WAS A PASSENGER IN THE OTHER VEHICLE THAT HAD TO BE TRANSPORTED TO THE HOSPITAL WITH INJURIES AS WELL. THE VEHICLE WAS TOTALED WITH THE WHOLE FRONT SMASHED IN UP TO THE WINDSHIELD. THE DEALER AND MANUFACTURER HAD NOT BEEN CONTACTED YET. THE FAILURE MILEAGE WAS 220,000. THE VIN WAS NOT AVAILABLE. *LN*JB
10615043	GMC	ACADIA	2008	2013-04-30	TL* THE CONTACT OWNS A 2008 GMC ACADIA. THE CONTACT STATED THAT WHILE DRIVING 50 MPH, THE VEHICLE WAS INVOLVED IN A FRONT END CRASH IN WHICH NO AIR BAGS DEPLOYED. A POLICE REPORT WAS FILED AND NO INJURIES WERE SUSTAINED. THE VEHICLE WAS TAKEN TO A DEALER. THE FAILURE MILEAGE WAS 113,000 AND THE CURRENT MILEAGE WAS 132,653.
11066850	GMC	ACADIA	2008	2015-08-21	MY WIFE FELL ASLEEP RAN OFF THE ROAD STRUCK A UTILITY POLE AND A LARGE DIRT EMBANKMENT. THE AIR BAGS DID NOT DEPLOY NOR DID THE BELT TENSIONERS,SHE HIT THE STEERING COLUMN SO HARD SHE IT BROKE THE COLUMN AND BROKE HER STERNUM. OUR GRANDDAUGHTER WAS IN THE FRONT PASSENGER SEAT THE AIR BAG NOR THE TENNSIONERS DEPLOYED RESULTING HER BACK BEING BROKEN IN TWO PLACES AND ALSO HER FOOT WAS BROKEN. I CONTACTED GENERAL MOTORS AND THEY SENT A MAN TO DOWNLOAD THE COMPUTER INFORMATION THEY SENT ME A COPY OF THE INFO AND LATER CONTACTED ME SAYING THE INFO SHOWED EVERYTHING WAS WORKING PROPERLY. PRYOR TO THE ACCIDENT I HAD THE AUTO IN FOR THE RECALL ON THIS PROBLEM. I ALSO HAD IT IN FOR ANOTHER RECALL FOR THE HEADLIGHTS AND THEY HAD TO REMOVE A LARGE PART OF THE FRONT TO DO THE REPAIR AND DONE A POOR JOB OF PUTTING IT BACK TOGETHER I RETURNED IT AND THEY FINALLY GOT IT RIGHT,IN THE MEAN TIME THE SERVICE AIR BAG LIGHT CAME ON AND THEY REPAIRED THAT.LATER AFTER THE ACCIDENT I WENT BACK TO THE DEALER AND QUESTIONED THE BODY SHOP MANAGER ABOUT PUTTING IT BACK TOGETHER PROPERLY AND THEN TOLD HIM ABOUT THE ACCIDENT THEN HE HAD NOTHING ELSE TO SAY. THE AUTO WAS A TOTAL LOSS AFTER A LENGTH OF TIME WIFE AND GRANDDAUGHTER GOT OUT OF HOSPITAL. THIS CAR WAS RECALLED FOR THIS VERY REASON. MY INSURANCE COMPANY PAID MY GRANDDAUGHTER \$95,000 FOR HER INJURIES AND COMMENTED THAT THEY WOULD PROBABLY SUE GM TO GET THAT BACK.

11310375	GMC	ACADIA	2008	2015-11-26	VEHICLE WAS SOUTHBOUND ON COUNTY ROAD AND ATTEMPTED TO MAKE A RIGHT TURN AT THE INTERSECTION, WHEN THE CAR STRUCK THE SOUTH EMBANKMENT OF THE T INTERSECTION, AS DRIVER WAS UNABLE TO NAVIGATE THE TURN. NONE OF THE SIDE OR FRONT AIRBAGS IN THE CAR DEPLOYED AS A RESULT OF THE CRASH. I AM ALSO UNSURE IF THE SEAT BELT HAD OPERATED CORRECTLY (SEAT BELT WAS BEING WORN AT THE TIME OF THE CRASH). THE DRIVER'S HEAD HIT THE SIDE WINDOW AND AS A RESULT HE SUSTAINED A HEAD INJURY AND AN EYE INJURY RESULTING IN OPTIC NERVE DAMAGE AND COMPLETE LOSS OF VISION IN THE EYE. I UNDERSTAND THERE WERE PROBLEMS WITH THE AIRBAGS ON THESE VEHICLES WITH A POSSIBLE RECALL ISSUED. I DO HAVE ALL THE CORRESPONDING ACCIDENT REPORTS, MEDICAL REPORTS, ETC.
10667413	GMC	ENVOY	2008	2014-12-19	I WAS IN AN AUTO ACCIDENT ON A MAJOR HIGHWAY AND UPON CRASHING MY AIRBAG DIDN'T DEPLOY AND MY FACE SMASHED INTO THE STEERING WHEEL.
11143613	GMC	ENVOY	2008	2018-10-24	ON 10/24/2018 WHILE DRIVING MY 2008 GMC ENVOY SLT, I WAS INVOLVED IN A HEAD-ON COLLISION WHICH RESULTED IN MY CAR BEING TOTALED. NONE OF MY AIR BAGS DEPLOYED.
11080754	GMC	YUKON XL	2008	2017-01-08	TL* THE CONTACT OWNS A 2008 GMC YUKON XL. WHILE DRIVING 65 MPH, THE CONTACT NOTICED THAT ANOTHER VEHICLE WAS SWERVING TOWARDS HER VEHICLE. THE CONTACT HAD TO DEPRESS THE ACCELERATOR PEDAL TO INCREASE SPEED AND AVOID A COLLISION; HOWEVER, THE OTHER VEHICLE LOST CONTROL AND CRASHED INTO THE CONTACT'S VEHICLE. THE FRONT FRAME, FRONT PASSENGER SIDE, AND REAR FRAME OF THE CONTACT'S VEHICLE WERE DAMAGED. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT WAS KNOCKED UNCONSCIOUS AND REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED FROM THE SCENE. THE CONTACT STATED THAT THE VEHICLE WAS INSPECTED BY A MECHANIC FRIEND WHO CONFIRMED THE AIR BAGS FAILED TO DEPLOY. THE VEHICLE WAS NOT REPAIRED. THE DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND A CASE WAS OPENED. THE CONTACT STATED THAT THE CASE HAD CLOSED. THE APPROXIMATE FAILURE MILEAGE WAS 150,000.
10207326	CADILLAC	ESCALADE	2007	2007-10-06	TL*THE CONTACT OWNED A 2007 CADILLAC ESCALADE. THE CONTACT FELL ASLEEP WHILE DRIVING AT AN UNKNOWN SPEED. THE VEHICLE STRUCK A DITCH, WENT AIRBORNE, AND ROLLED OVER SEVERAL TIMES. A POLICE REPORT WAS FILED. ALL FOUR WHEELS AND TIRES CAME OFF THE VEHICLE AND EACH WINDOW WAS BROKEN AND SMASHED. NONE OF THE EIGHT AIR BAGS DEPLOYED. THE CONTACT SUSTAINED A BROKEN COLLAR BONE, SHOULDER BONE, ROTARY CUP, AND A BROKEN HAND IN TWO PLACES. THE INSURANCE COMPANY STATED THAT THE VEHICLE WAS DESTROYED. CADILLAC HAS BEEN NOTIFIED AND WILL INSPECT THE VEHICLE. THE CURRENT AND FAILURE MILEAGES WERE 28,000.
10226642	CADILLAC	ESCALADE	2007	2008-04-26	TL*THE CONTACT OWNS A 2007 CADILLAC ESCALADE. WHILE DRIVING 35 MPH IN THE RAIN, THE VEHICLE HYDROPLANED AND CRASHED INTO SEVERAL TREES. THE VEHICLE SPUN AROUND AND ENDED UP FACING THE OPPOSITE DIRECTION. THE AIR BAGS FAILED TO DEPLOY AND THE CONTACT WAS INJURED. A POLICE REPORT WAS FILED. THE FAILURE MILEAGE WAS UNKNOWN.
10292325	CADILLAC	ESCALADE	2007	2009-11-14	TL* THE CONTACT OWNS A 2007 CADILLAC ESCALADE. WHILE DRIVING SHE CRASHED INTO A TREE. THE ENTIRE FRONT-END OF THE VEHICLE WAS DAMAGED, AND NONE OF THE AIR BAGS DEPLOYED. CONSEQUENTLY SHE RECEIVED INJURIES TO HER NECK. A POLICE REPORT WAS FILED. ALSO THE FRONT BRAKE PADS FRACTURED WITHIN THE FIRST TWO MONTHS OF PURCHASING THE VEHICLE. THE BRAKE PADS WERE REPLACED UNDER THE SERVICE WARRANTY. THE FAILURE AND CURRENT MILEAGES WERE 58,000.
10317216	CHEVROLET	EQUINOX	2007	2010-03-03	I WAS IN AN ACCIDENT WHERE I STRUCK TWO HORSES THAT RUN OUT INTO THE HIGHWAY IN FRONT OF ME IN MY 2007 CHEVROLET EQUINOX LSI. THE FIRST HORSE STRUCK MY PASSENGERSIDE FRONT QUARTER PANEL AND THIS CAUSED ME TO SWERVE INTO ANOTHER HORSE ON THE DRIVER SIDE. I WAS TRAVELING AT APPROXIMATELY 50 MPH AND THE DAMAGE TO THE FRONT OF MY CAR WAS VERY SERIOUS AND MY COMPLAINT IS THAT THE AIRBAGS NEVER DEPLOYED DURING THE CRASH. I KNOW THAT THE AIRBAGS ARE SET OF BY SPECIFIC SPEEDS AND DAMAGE BUT MY WHOLE FRONT OF MY 2007 CHEVROLET EQUINOX LS WAS NEARLY REMOVED. I WAS WEARING MY SAFETY BELT AND IT OFFERED LITTLE HELP SINCE I WAS HIT TWICE FROM OPPOSITE SIDES. I WAS TOLD BY RESPONDING EMERGENCY CREW THAT THE AIRBAG MUST HAVE BEEN FAULTY SINCE IT DID NOT DEPLOY. *TR
10370521	CHEVROLET	EQUINOX	2007	2010-12-13	AUTOMOBILE ACCIDENT AT ROUGHLY 20 MILES AN HOUR IN A 2007 CHEVY EQUINOX MOSTLY FRONT END AND DRIVER SIDE DAMAGE. THE AIR BAGS DID NOT DEPLOY. MAJOR FRONT END DAMAGE SUSTAINED. *TR
11128142	CHEVROLET	EQUINOX	2007	2018-05-28	TL* THE CONTACT OWNED A 2007 CHEVROLET EQUINOX. WHILE DRIVING 20 MPH, THE CONTACT CRASHED INTO A CONCRETE EMBANKMENT TO AVOID COLLIDING WITH ANOTHER VEHICLE. THE AIR BAG FAILED TO DEPLOY. THE CONTACT SUSTAINED INJURIES TO THE RIGHT SHOULDER AND LEFT ARM THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS DESTROYED AND TOWED TO A TOW LOT. THE CONTACT CALLED ALLEN TILLERY AUTO (LOCATED AT 4573 CENTRAL AVE, HOT SPRING, AR 71913, (501) 881-4160) AND WAS INFORMED THAT THE AIR BAG SHOULD HAVE DEPLOYED SINCE IT WAS JUST INSTALLED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND DID NOT ASSIST. THE APPROXIMATE FAILURE MILEAGE WAS 135,000.

10331536	CHEVROLET	SILVERADO	2007	2007-09-07	TL* THE CONTACT OWNS A 2007 CHEVROLET SILVERADO. THE CONTACT STATED THAT WHILE TRAVELING APPROXIMATELY 35 MPH, A VEHICLE AHEAD OF HIM MADE AN UNEXPECTED LEFT TURN. THE CONTACT CRASHED INTO THE THE PRECEDING VEHICLE AND THE AIR BAGS DID NOT DEPLOY UPON IMPACT. THE CONTACT WAS INJURED AND A POLICE REPORT WAS FILED ACCORDINGLY. THE VEHICLE WAS TOWED TO A LOCAL DEALER WHERE UNKNOWN REPAIRS WERE MADE THE VEHICLE WAS TRADED IN. THE VIN WAS NOT AVAILABLE AND THE FAILURE MILEAGE WAS APPROXIMATELY 28,000. UPDATED 07/19/10 *BF UPDATED 07/21/10
10585572	CHEVROLET	SILVERADO	2007	2014-04-22	TL* THE CONTACT OWNS A 2007 CHEVROLET SILVERADO. THE CONTACT STATED THAT WHILE DRIVING 45 MPH, THE VEHICLE HYDRO PLANED AND THE CONTACT CRASHED INTO THE ROAD BARRIER. NO AIR BAGS DEPLOYED UPON IMPACT. THERE WERE FOUR INJURIES AND A POLICE REPORT WAS FILED. INJURY DETAILS WERE NOT AVAILABLE. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE AND CURRENT MILEAGE WAS 102,000.
10606814	CHEVROLET	SILVERADO	2007	2014-06-12	ON IMPACT TO FRONT END OF MY VEHICLE THE AIR BAGS DID NOT DEPLOY. THE AIR BAGS ON THE OTHER VEHICLE DID DEPLOY. HOW CAN I BE SURE MY AIRBAGS ARE FUNCTIONING PROPERLY. THERE IS ABOUT \$9,000 DAMAGE TO MY VEHICLE. I AM SENDING AGAIN BECAUSE I AM NOT CERTAIN THE FIRST ONE WENT THROUGH. *TR
10608220	CHEVROLET	SILVERADO	2007	2012-08-17	VEHICLE WAS INVOLVED IN HEAD ON COLLISION THAT TOTALED IT. OTHER VEHICLE WAS AN OLDER MODEL VAN, DO NOT KNOW EXTENT OF DAMAGES TO IT. MY CONCERN IS THE AIR BAGS DID NOT DEPLOY WAS TOLD BY GM THAT CRASH DID NOT MEET CRITERIA FOR DEPLOYMENT!!!! A HEAD ON COLLISION AT 50 MPH THAT TOTALED 2500 SERIES CHEVY TRUCK. HARD FOR ME TO BELIEVE I NOW OWN A 2008 CHEVY 1500 SERIES, DO I NEED TO BE CONCERNED? *TR
10649638	CHEVROLET	SILVERADO	2007	2014-09-29	TL* THE CONTACT OWNS A 2007 CHEVROLET SILVERADO 1500. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 15 MPH, THE VEHICLE CRASHED INTO A TREE CAUSING EXTENSIVE DAMAGE TO THE FRONT END. THE CONTACT INDICATED THAT DURING THE CRASH THE FRONT AIR BAGS DID NOT DEPLOY AND THE DRIVER SUFFERED INJURIES TO THE RIGHT KNEE, WHILE THE FRONT PASSENGER SUFFERED INJURIES TO BOTH KNEES AND HEAD. A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 95,000.
10512756	CHEVROLET	SUBURBAN	2007	2013-05-19	WE WERE DRIVING HOME WHEN A PERSON RAN A RED LIGHT AND HIT US. WE WERE CROSSING AN INTERSECTION ABOUT 15 MILES AN HOUR AND THEY HIT THE FRONT PART OF OUR SUBURBAN. EVERYTHING WAS DAMAGED THE HOOD, AND EVERYTHING INSIDE THE HOOD SUSTAINED DAMAGE. THERE WAS A LIQUID THAT WAS LEAKING BUT I AM UNAWARE OF THE SUBSTANCE. THE PERSON THAT HIT US MUST HAVE BEEN GOING ABOUT 40-60 MILES AN HOUR. AFTER THEY FLED THE SEEN POLICE MENTIONED THAT THEIR AIR BAGS WERE DEPLOYED. MY CONCERN WAS WHY OUR AIR BAGS DID NOT DEPLOY AS WELL. MY DAUGHTER AND I BOTH HIT OUR HEADS ON OUR SIDE WINDOWS. MY SON HAD SLIGHT INJURY MOSTLY FROM THE SEATBELT. MY SON'S DOOR HAD TO BE OPENED FROM THE POLICE OFFICER ON THE SCENE. MY BIGGEST CONCERN WAS ABOUT THE AIRBAGS AND ALSO THE ONSTAR DID NOT WORK AS WELL. *TR
10400538	CHEVROLET	TAHOE	2007	2010-03-19	TL* THE CONTACT OWNS A 2007 CHEVROLET TAHOE. THE CONTACT STATED THAT THE VEHICLE WAS INVOLVED IN A FRONTAL CRASH WITH ANOTHER VEHICLE AT APPROXIMATELY 30 MPH BUT THE AIR BAGS DID NOT DEPLOY. THE DRIVER OF THE CONTACT'S VEHICLE AND A PASSENGER SUFFERED MINOR INJURIES. THE VEHICLE WAS DESTROYED AND A POLICE REPORT WAS FILED. THE CONTACT CALLED THE MANUFACTURER WHO TOOK A COMPLAINT BUT PROVIDED NO FURTHER ASSISTANCE. THE CURRENT AND FAILURE MILEAGES WERE UNKNOWN. THE VIN WAS UNAVAILABLE.
10659540	CHEVROLET	TAHOE	2007	2014-03-16	2007 CHEVROLET TAHOE. AIRBAG DEPLOYMENT FAILURE DURING AN ACCIDENT. *TA
10811111	CHEVROLET	TAHOE	2007	2014-04-17	TL* THE CONTACT OWNS A 2007 CHEVROLET TAHOE. THE CONTACT STATED THAT WHILE DRIVING 50 MPH, THE CONTACT BLACKED OUT AND CRASHED INTO THE GUARDRAIL. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED HEAD INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. ON ANOTHER OCCASIONS, WHILE MAKING A LEFT TURN AT 15 MPH, THE CONTACT CRASHED INTO ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED AND THERE WERE NO INJURIES REPORTED. THE CONTACT ALSO STATED THAT THERE WERE TWO LARGE CRACKS IN THE DASHBOARD AND A THIRD CRACK DEVELOPED AS A RESULT OF THE FIRST CRASH. THE VEHICLE WAS TAKEN TO A DEALER HOWEVER, THE DIAGNOSIS WAS UNKNOWN. THE VEHICLE WAS REPAIRED AFTER BOTH FAILURES. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 120,000.
10821342	CHEVROLET	TAHOE	2007	2015-11-16	CRACKED DASH, POTENT HAZARD OF PLASTIC DASH PIECES BECOMING AIRBORNE SHRAPNEL IN THE EVENT OF CRASH WITH AIR BAGS DEPLOY. 2007 TAHOE DASH HAD SMALL 6 INCH CRACK AT THE 2 O'CLOCK POSITION ON DRIVERS SIDE INSTRUMENT CLUSTER AND SMALL 1 INCH CRACK ON RIGHT SIDE OF PASSENGER SIDE AIRBAG. AFTER 25 MPH HEAD ON CRASH AIR BAGS DIDN'T DEPLOY BUT ADDITIONAL CRACKS HAVE APPEARED. NOW 10 X WORST. PICS WILL SHOW. DEALER DOESN'T WANT TO REPLACE NOR INSURANCE COMPANY.
10854032	CHEVROLET	TAHOE	2007	2016-03-31	TAHOE WAS INVOLVED IN FRONT COLLISION WITH ANOTHER VEHICLE AND BAGS DID NOT DEPLOY. BUMPER, HOOD DAMAGED. BUMPER METAL BRACKET PUSHED IN. TAHOE WAS TURNING LEFT ON LIGHT WHEN STRUCK BY ANOTHER VEHICLE LIKE HEAD ON.

10959039	CHEVROLET	TAHOE	2007	2017-02-01	TL* THE CONTACT OWNS A 2007 CHEVROLET TAHOE. WHILE DRIVING APPROXIMATELY 60 MPH, THE CONTACT'S VEHICLE CRASHED INTO THE REAR OF A SECOND VEHICLE. DURING THE CRASH, THE FRONT END OF THE VEHICLE SUSTAINED SIGNIFICANT DAMAGE. THE AIR BAGS DID NOT DEPLOY. THE DRIVER SUSTAINED INJURIES TO THE BACK, SHOULDERS, ARMS, LEFT LEG, AND KNEE. THE PASSENGER SUFFERED INJURIES TO BOTH KNEES. MEDICAL ATTENTION WAS RECEIVED. A POLICE REPORT WAS FILED. THE CAUSE OF THE FAILURE WAS NOT DIAGNOSED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE VIN WAS NOT AVAILABLE. THE FAILURE MILEAGE WAS 100,000.
11265920	CHEVROLET	TAHOE	2007	2019-07-16	TL* THE CONTACT OWNED A 2007 CHEVROLET TAHOE. WHILE DRIVING 35 MPH, A 2012 NISSAN FRONTIER SIDESWIPE THE CONTACT'S VEHICLE. THE CONTACT VEERED OFF THE ROAD AND CRASHED INTO A LIGHT POLE. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED HEAD, BACK, NECK, HAND, AND KNEE INJURIES. MEDICAL ATTENTION WAS RECEIVED. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT LOT. THE CONTACT CALLED PATTERSON HYUNDAI TYLER (3120 S SW LP, TYLER, TX 75701, (903) 561-2404) AND INFORMED THEM OF THE FAILURE. THE VEHICLE WAS NOT DIAGNOSED. THE MANUFACTURER WAS NOT CONTACTED. THE VEHICLE WAS DEEMED A TOTAL LOSS BY THE INSURANCE COMPANY. THE FAILURE MILEAGE WAS 128,122.
10252163	CHEVROLET	TRAILBLAZER	2007	2008-09-24	ON 9/24/08 I WAS INVOLVED IN AN AUTO ACCIDENT WHERE MY 2007 CHEVROLET TRAILBLAZER'S AIRBAGS FAILED TO DEPLOY. MY VEHICLE IMPACTED ANOTHER WITH MY ENTIRE FRONT END AT APPROXIMATELY 45 MPH. MY TRAILBLAZER WAS TOTALED. NOT ONLY DID MY AIRBAGS FAIL TO DEPLOY, THE ONSTAR SYSTEM DID NOT AUTOMATICALLY GO OFF. I HAD TO HIT THE BUTTON TO SUMMON ASSISTANCE. WHEN WE ASKED THE DEALER ABOUT IT, THEIR RESPONSE WAS "SOMETIMES THEY GO OFF, SOMETIMES THEY DON'T" I SUSTAINED A BROKEN LEFT ARM, NUMEROUS BRUISES, A CUT ON MY ANKLE AND AN ANKLE SPRAIN. I ALSO INJURED MY BACK AND NECK WHICH IS REQUIRING ONGOING CARE. *TR
10289962	CHEVROLET	TRAILBLAZER	2007	2009-10-18	AIRBAGS DID NOT DEPLOY IN CRASH IMPACT ESTIMATED AT APROX 60 MPH. VEHICLES AIRBAG THAT DID NOT DEPLOY WAS A FRONTAL CRASH. T-BONED ANOTHER VEHICLE THAT PULLED OUT IN FRONT OF MENTIONED VEHICLE. *TR
10478475	CHEVROLET	TRAILBLAZER	2007	2012-05-14	TL* THE CONTACT OWNS A 2007 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING 40 MPH, THE CONTACT CRASHED HEAD ON INTO ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT WAS TAKEN TO THE HOSPITAL FOR TREATMENT OF WHIPLASH AND EYE INJURIES. THE ENTIRE FRONT END OF THE VEHICLE WAS SEVERELY DAMAGED. THE POLICE WERE NOTIFIED AND A REPORT WAS FILED. THE MANUFACTURER WAS NOTIFIED AND A REPRESENTATIVE WAS SENT TO INSPECT THE VEHICLE, STATING THAT THE VEHICLE PERFORMED AS DESIGNED. THE VIN WAS UNKNOWN. THE FAILURE MILEAGE WAS 64,056.
10482863	CHEVROLET	TRAILBLAZER	2007	2012-05-13	TL* THE CONTACT OWNS A 2007 CHEVROLET TRAILBLAZER. THE CONTACT STATED HE WAS GETTING SICK WHILE DRIVING AND CRASH INTO ANOTHER VEHICLE. THE CONTACT STATED THAT THE AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS NOT DESTROYED AND THERE WAS A POLICE REPORT FILED. THE CONTACT SUSTAINED A WHIPLASH INJURY AND SEVERE HEADACHE. THE MANUFACTURER WAS NOTIFIED WHO SENT A TECHNICIAN TO LOOK AT THE VEHICLE AND THEY STATED THAT THE AIR BAGS FUNCTIONED PROPERLY. THE FAILURE MILEAGE WAS 65,000. UPDATED 01/10/13*LJ UPDATED 1/11/13 *JS
10661436	CHEVROLET	TRAILBLAZER	2007	2014-12-01	TL* THE CONTACT OWNED A 2007 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 20 MPH, ANOTHER VEHICLE CRASHED INTO THE CONTACTS VEHICLE WHILE CROSSING AN INTERSECTION. THE AIR BAGS FAILED TO DEPLOY. THE VEHICLE WAS DESTROYED. IT WAS UNKNOWN IF ANY INJURIES WERE SUSTAINED OR IF A POLICE REPORT WAS FILED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 140,000. THE VIN WAS UNAVAILABLE.
10661920	CHEVROLET	TRAILBLAZER	2007	2014-11-12	TL* THE CONTACT OWNS A 2007 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 20 MPH CROSSING AN INTERSECTION, ANOTHER VEHICLE CRASHED INTO THE CONTACTS VEHICLE AND THE AIR BAGS FAILED TO DEPLOY. THE VEHICLE WAS DESTROYED. NO INJURIES WERE REPORTED. THE MANUFACTURER WAS NOT NOTIFIED OF THE ISSUE. THE FAILURE MILEAGE WAS 140,000. THE VIN WAS UNAVAILABLE.
10664216	CHEVROLET	TRAILBLAZER	2007	2014-05-17	IT WAS RAINING AND WE WERE ON OUR WAY HOME DRIVING DOWN THE HIGHWAY AND HIT A WATER PUDDLE AND HYDROPLANED OF THE SIDE OF THE ROAD THE TRUCK CUT OFF AND SPENT AROUND HIT A TREE HEAD ON AND THE AIRBAGS DIDN'T DEPLOY. I WAS HOSPITALIZED WITH MULTIPLE INJURIES AND IM STILL SUFFERING. *TR
10715742	CHEVROLET	TRAILBLAZER	2007	2015-04-27	A VEHICLE WAS STOPPED IN FRONT OF ME AND I REAR ENDED THEM. I WAS GOING AROUND 44-55 MPH. AFTER I HIT THE OTHER CAR FROM BEHIND I CROSSED 2 LANES OF TRAFFIC AND WENT THRU A PRETTY DEEP DITCH. THE AIR BAGS DID NOT DEPLOY AT ALL. I SUSTAINED A CONCUSSION., SEVERAL HEAD LACERATIONS AND A FRACTURED LUMBAR SPINE.
10733714	CHEVROLET	TRAILBLAZER	2007	2015-07-04	SWERVED TO AVOID HITTING A DEER ALMOST HIT MAILBOXES SO SWERVED TO AVOID THEM. I SWERVED TO MUCH THAN IN MY CORRECTION HIT THE GAS INSTEAD OF THE BRAKE. I THAN HIT A TREE BETWEEN 45 - 50 MPH. MY AIRBAGS NEVER DEPLOYED.

10934884	CHEVROLET	TRAILBLAZER	2007	2016-12-07	I HAD MY CRUISE SET ON 55 MPH AND WAS HIT HEAD ON BY VW JETTA PULLING OUT TOWARD MY VEHICLE, THEN FORCED TO LEFT INTO A TELEPHONE POLE. AIRBAGS DIDN'T DEPLOY, AND RECEIVED BROKEN STERNUM. DON'T KNOW IF SEATBELT INJURED ME, OR IF THE SEATBELT DIDN'T LOCK ON 2ND IMPACT AND POSSIBLY HIT THE STEERING WHEEL.
10208661	GMC	ACADIA	2007	2007-10-12	INVOLVED IN FRONTAL COLLISION WITH CONSIDERABLE DAMAGE, BUT AIR BAG DID NOT DEPLOY. *TR
10498046	GMC	ACADIA	2007	2013-02-09	TL* THE CONTACT OWNS A 2007 GMC ACADIA. THE CONTACT STATED THAT WHILE DRIVING 20 MPH, ANOTHER VEHICLE CRASHED INTO HIS VEHICLE IN THE MIDDLE OF THE INTERSECTION. UPON IMPACT, THE AIR BAGS FAILED TO DEPLOY. THE CONTACT STATED THAT HE WAS PINNED IN THE VEHICLE AND COULD NOT GET OUT. THE VEHICLE HAD SEVERE DAMAGES TO THE DRIVER SIDE AND WAS COMPLETELY DESTROYED. THE CONTACT SUSTAINED INJURIES TO HIS HEAD AND CHEST. THE CONTACT WAS TAKEN TO THE EMERGENCY ROOM BY FAMILY. THE POLICE WERE NOTIFIED AND A REPORT WAS AVAILABLE IF NEEDED. THE MANUFACTURER WAS NOTIFIED WHO STATED THAT A REPRESENTATIVE WILL GIVE HIM A RETURN CALL. THE FAILURE MILEAGE WAS 91,000. UPDATED 3/10/13 *CN
10959190	GMC	ACADIA	2007	2017-03-02	TL* THE CONTACT OWNED A 2007 GMC ACADIA. WHILE MAKING A LEFT TURN AT APPROXIMATELY 5 MPH FROM A STOP SIGN, A SPEEDING VEHICLE CRASHED HEAD-ON INTO THE FRONT CENTER OF THE CONTACT'S VEHICLE. THE AIR BAGS DID NOT DEPLOY. BOTH THE CONTACT AND A MINOR PASSENGER, SEATED IN THE REAR BEHIND THE DRIVER, SUSTAINED INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE CONTACT'S VEHICLE WAS TOTALED AND WAS TOWED TO A TOW YARD. THE FAILURE MILEAGE WAS APPROXIMATELY 140,000.
10604975	GMC	ENVOY	2007	2014-06-20	MY WIFE WAS DRIVING HOME FROM THE DOCTOR AND A FULL SIZE CHEVY CAME ACROSS ON HER SIDE AND HIT HER HEAD ON NEITHER AIR BAG DEPLOYED ON THE ENVOY BOTH VEHICLES WAS TOTALED WHAT SHOULD WE DO THANKS. *TR
10639641	GMC	ENVOY	2007	2014-04-27	A GUY HIT ME ON THE DRIVERS SIDE THEN IT PUSHED ME INTO A DRIVEWAY OF A BUSINESS WHICH HAD A BRICK WALL WHICH I HIT &BOUNCED OFF IT .POPPED BOTH TIRES ON THE DRIVERS SIDE. THEN I HIT A TELEPHONE POLE STRAIGHT ON &SMASHED IN MY FRONT ON MY CAR..I MOVED THE TELEPHONE POLE IN THE CONCRETE ABOUT 2 IN..I WAS THE SECOND OWNER. THE OTHER OWNER WAS THE DEALERSHIP &THY HAD IT JUST FOR THERE CAR TO RUN FROM 1 DEALERSHIP TO THE OTHER..I HAD TO GO TO THE HOSPITAL &I AM STILL HAVING TREATMENT ON MY NECK BACK &SHOULDER..NOT 1 OF THE AIR BAGS WENT OFF..IT WAS TOWED AWAY &THEN WAS TOTALED. ...I HAVE HIRED AN ATTORNEY. *TR
10915508	GMC	ENVOY	2007	2016-08-10	I HIT A GUARD RAIL AT 67 MPH...SPIKE WITH GMC AND SHE NOTIFY ME THAT MY THRESHOLD (SPEED AND IMPACT) WERE NOT ENOUGH TO SET AIRBAGS OFF..REALLY. .67 MPH..I WAS ON A HIGHWAY SWEATED TO MISS SEMI ..KICKED IT AND IT FLEW ME IN A CIRCLE AND HIT GAURDRAIL. .IMPACT HIT HARD THAT THEY HAD TO PRY BUMPER OFF RAIL AND CAR..FRAME WENT THROUGH RADIATOR BUT NO AIRBAGS DEPLOYED??? TRYING TO FIND LAWYER NO ONE WILL TAKE XASE????
10290508	GMC	YUKON	2007	2009-09-14	TRAVELING AT NIGHT, AT 65 MILES AN HOUR IN A 2007 YUKON SLE2 4 DR WAGON, I HIT A STEER (APPROXIMATELY 880LBS). UPON IMPACT, THE BOTTOM OF MY POWER DRIVER'S SEAT MOVED FORWARD AND THE BACK OF THE SEAT TILTED FORWARD, CAUSING ME TO HIT THE STEERING WHEEL. I HAD TO MOVE THE SEAT BACK TO GET OUT OF THE VEHICLE. THE AIRBAGS DID NOT DEPLOY. I REPORTED THE INCIDENT TO THE DEALER, AND MY INSURANCE AGENT BOTH VERBALLY AND IN WRITING. THE VEHICLE HAD OVER \$11,000.00 WORTH OF DAMAGE, BUT THE REPAIR CENTER STATED THEY WERE UNABLE TO FIND ANY DAMAGE TO THE SEAT. I TRADED THE VEHICLE IN, AS I DID NOT FEEL SAFE DRIVING IT WITH THE SEAT NOT BEING REPLACED OR REPAIRED. THE VEHICLE IS NOW FOR SALE AGAIN, AND I AM FEARFUL THAT SOMEONE ELSE WILL BE IN A WRECK AND THE SEAT WILL MALFUNCTION AGAIN. *TR
10701604	GMC	YUKON	2007	2015-03-06	TL* THE CONTACT OWNS A 2007 GMC YUKON. WHILE DRIVING APPROXIMATELY 60 MPH, THE CONTACT CRASHED INTO ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THERE WERE NO INJURIES AND A POLICE REPORT WAS FILED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 180,000. THE VIN WAS NOT AVAILABLE.
11034703	GMC	YUKON	2007	2014-10-09	I HAVE TRIED TO SUBMIT MY YUKON FOR TANAKA RECALL REMEDY SEVERAL TIMES BY CONTACTING MY LOCAL GMC DEALERSHIP. THEIR SERVICE DEPT CONTINUES TO TELL ME THAT THEY DO NOT HAVE PARTS AVAILABLE TO MODIFY MY VEHICLE. A FEW YEARS AGO I BROADSIDED A LEXUS SUV WHICH 'RAN A TRAFFIC LIGHT'. MY AIRBAGS DID NOT DEPLOY, WHILE SEVERAL OF THE AIRBAGS DEPLOYED IN THE LEXUS. I FELT THAT MY LIFE MIGHT HAVE BEEN AT RISK SINCE THE AIRBAGS DID NOT DEPLOY, OR ALTERNATELY, AT EVEN WORST RISK IF THEY DID EXPLODE UPON DEPLOYMENT. WHO IS RESPONSIBLE FOR ADDRESSING THIS ISSUE? THE GMC DEALER SAYS THEY ARE NOT! I HAVE PHOTOS OF THE ACCIDENT AND A POLICE REPORT STATING THAT THE LADY WAS RESPONSIBLE FOR
10907149	CADILLAC	SRX	2006	2016-09-01	TL* THE CONTACT OWNED A 2006 CADILLAC SRX. WHILE DRIVING VARIOUS SPEEDS, THE VEHICLE HIT A CURB AND DROVE INTO A BUILDING. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE IT WAS DEEMED DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 77,814. UPDATED 10/26/16*LJ *TR

10223015	CHEVROLET	EQUINOX	2006	2008-02-28	FOUR CAR PILEUP ON HWY 41 NB. WE WERE VEH.#3 AND HIT FORWARD AND WERE HIT FROM BEHIND. OUR SEAT BELTS DID NOT RESTRAIN US AND THE AIR BAGS DID NOT DEPLOY. MY HUSBAND , ERNST, FLEW INTO THE DASHBOARD AND I SLAMMED INTO THE STEERING WHEEL. *TR
10241948	CHEVROLET	EQUINOX	2006	2008-09-10	THE VEHICLE WAS INVOLVED IN A FRONTAL CRASH. THE DRIVER NOR THE PASSENGER AIRBAG DEPLOYED. THE WHOLE FRONT END OF THE VEHICLE WAS PUSHED IN. *TR
10279951	CHEVROLET	EQUINOX	2006	2009-08-04	VEHICLE INVOLVED IN A ONE-AUTO ACCIDENT - 2006 CHEVROLET EQUINOX - HYDROPLANED AND HIT AN EMBANKMENT WITH THE FRONT END AND FLIPPED OVER. THE AIR BAG DID NOT DEPLOY. THIS IS NOT THE FIRST TIME THIS VEHICLE HAS HAD AN IMPACT TO THE FRONT BUMPER AND THE AIR BAG HAS NEVER DEPLOYED. EACH TIME THE FRONT BUMPER HAD DAMAGE SUSTAINED WHICH SHOULD HAVE CAUSED THE IMPACT THE SET THE AIR BAG OFF. *TR
10342436	CHEVROLET	EQUINOX	2006	2010-07-07	2006 CHEVY EQUINOX AIR BAGS DID NOT DEPLOY IN MY DAUGHTER'S FRONT CRASH ACCIDENT. HER CAR WAS TOTALED. SHE HIT A MAILBOX AND IN A SPIN ON THE DRIVER'S FRONT SIDE HIT A TELEPHONE POLE. SHE HIT HER HEAD ON THE STEERING WHEEL AND HURT HER BACK. THE REAR WINDSHIELD WAS ALSO SHATTERED AND ALSO HAD A BACK FLAT TIRE. I CALLED OUR LOCAL GM DEALER AND THEY TOLD ME TO CALL GM. SHE CALLED GM BUT THEY GOT HER UPSET AND SHE IN OTHER WORDS SAID THERE WAS NOTHING THEY COULD DO ABOUT THE AIR BAGS NOT DEPLOYING. IN OTHER WORDS THIS IS A DEFECT OF THIS MODEL AND THEY AREN'T GOING TO DO ANYTHING ABOUT IT. *TR
10503970	CHEVROLET	EQUINOX	2006	2013-03-19	I RAN OFF THE SIDE OF THE ROAD INTO A GUARDRAIL AND COULD NOT STOP UNTIL I WAS ON TOP OF THE GUARDRAIL INTO AN EMBANKMENT. MY ENTIRE FRONT END WAS DESTROYED AS WELL AS MOST OF THE UNDERNEATH OF THE CAR. MY FACE HIT THE STEERING WHEEL CAUSING ME TO LOSE CONSCIOUSNESS AS WELL AS GIVING ME A BLACK EYE, CROOKED TEETH, CUTS, BROKEN DENTAL APPLIANCES, AND MY TEETH WENT THROUGH MY LIP. I STRONGLY BELIEVE MY AIRBAGS SHOULD HAVE DEPLOYED AND PREVENTED THE IMPACT OF MY FACE TO THE STEERING WHEEL SINCE I THOUGHT THAT IS WHAT AIRBAGS ARE FOR. MY CAR WAS TOTALED. *TR
10560310	CHEVROLET	EQUINOX	2006	2013-11-14	HIT A ONE TON LOW BED DUMP TRUCK, THE WHOLE FRONT END OF MY SUV WAS DEMOLISHED, MY AIRBAGS DIDN'T DEPLOY AND I ENDED UP WITH REALLY BAD WHIPLASH FROM THE ACCIDENT, TO WHERE I'M STILL IN MAJOR PAIN! WONDERING IF THERE WAS A LAWSUIT AGAINST THIS? NEVER DEALT WITH A WRECK THIS BAD, I WAS JUST CURIOUS! *TR
10586081	CHEVROLET	EQUINOX	2006	2014-05-01	MY AIRBAG DID NOT DEPLOY WHEN THE CAR HIT THE TREE. IT HIT SO HARD THE BACK TIRES CAME COMPLETELY OFF THE GROUND. *TR
10939297	CHEVROLET	EQUINOX	2006	2016-12-30	MY GRANDDAUGHTER WAS INVOLVED IN AN ACCIDENT WHERE AS ANOTHER VEHICLE FAILED TO STOP AT A STOP SIGN AND PULLED INTO HER PATH. SHE AND THE OTHER VEHICLE WERE BOTH AT A SPEED OF 25 MPH. THE FRONT CLIP WAS TORN FROM HER CAR AND NO DRIVERS AIRBAG DEPLOYED. SHE DID HAVE HER SEATBELT ON WHICH DID PREVENT SERIOUS INJURY. THE ACCIDENT OCCURRED 30 DEC 2016. THIS HAPPENED ON CITY STREETS.
10343112	CHEVROLET	SILVERADO	2006	2010-03-22	TL* THE CONTACT OWNS A 2006 CHEVROLET SILVERADO. THE CONTACT STATED WHILE TRAVELING AT 40 MPH WHEN AN 18-WHEELER DROVE IN FRONT OF THE CONTACT SUDDENLY. THE CONTACT DID NOT HAVE ENOUGH TIME TO STOP THE VEHICLE BEFORE CRASHING INTO THE TRUCK. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED MINOR BRUISING. THE VEHICLE WAS TOWED TO A LOCAL REPAIR FACILITY WHERE THE CONTACT WAS AWAITING REPAIRS. THE POLICE ADVISED THAT THE AIR BAGS SHOULD HAVE DEPLOYED UPON IMPACT. THE FAILURE MILEAGE AND CURRENT MILEAGES WERE 88,508.
10411579	CHEVROLET	SILVERADO	2006	2010-07-28	MY 2006 SILVERADO 2500 HD AIR BAG DID NOT DEPLOY DURING MY ACCIDENT ON JULY 28, 2010. I TRIED SENDING ALL INFORMATION IN THE MAIL BUT, YOU JUST SENT IT BACK TO ME. COPING THAT WAS SENT TO ME FROM GENERAL MOTORS OF THEIR EXPLANATION OF THEY ARE NOT THE ONES RESPONSIBLE FOR THIS BECAUSE THEY DIDN'T MAKE THIS PRODUCT. NOT TO MENTION THAT ONSTAR DIDN'T COME ON AS THEY SHOW ON THEIR TV ADS'. IF I HAD NOT REGAIN CONSCIENCE. DON'T KNOW WHEN THEY WOULD HAVE FOUND ME THERE WHERE I WENT OFF THE ROAD JUST 4 MILES FROM MY HOME. DON'T KNOW IF ANYONE WOULD HAVE THOUGHT OF CALLING ONSTAR ABOUT LOOKING FOR MY TRUCK. IF GM VEHICLES ARE SO SAFE AND LEAD US TO BELIEVE HOW? SAFE AND RELIABLE THEIR VEHICLES ARE. THEN WHY? THEY ARE NOT STANDING BEHIND THEIR PARTS NOW. THE VEHICLE WAS TOTAL AND THE ONLY THING THAT SAVED ME WAS MY SEAT BELT. EVEN DOE I WAS STILL BADLY INJURED FROM MY NECK TO MY TAIL BONE. GM DOESN'T CARE TO OWN UP TO NO KIND OF RESPONSIBILITY FOR ANYTHING. I'M STILL AFRAID TO DRIVE MY 2010 CAMARO BECAUSE IT HAS THE SAME EQUIPMENT AS THE 2006 PICKUP THAT I TOTALED. I DRIVE IT WHENEVER I HAVE NO CHOICE. WHEN THE DODGE TRUCK ISN'T HERE. EVERY OTHER WEEK WHEN MY HUSBAND NEEDS IT. I'VE SENT YOU ALL THE PICTURES AND SOME OF THE LETTERS THAT GM'S [XXX] HAS SENT TO ME BUT, YOU DIDN'T EVEN OPEN IT ALL YOU DID WAS SEND IT BACK UNOPENED. WHAT'S UP WITH THIS???????????? MY NAME IS: [XXX] , MY ADDRESS IS:[XXX]; [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR

10775393	CHEVROLET	SILVERADO	2006	2010-03-22	TL* THE CONTACT OWNS A 2006 CHEVROLET SILVERADO. WHILE DRIVING AT 25 MPH, ANOTHER VEHICLE FAILED TO YIELD. AS A RESULT, THE CONTACT CRASHED INTO THE PASSENGER SIDE OF ANOTHER VEHICLE AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED HIP AND PELVIC INJURIES ON THE RIGHT SIDE THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 70,000.
10717429	CHEVROLET	TAHOE	2006	2015-05-09	DRIVER FELL ASLEEP RAN INTO THE BACK OF A SEMI TRUCK, AIRBAG DID NOT DEPLOY. VEHICLE WAS A TOTAL LOSS.
10217793	CHEVROLET	TRAILBLAZER	2006	2008-02-07	AROUND 11:45PM A 2006 CHEVY TRAILBLAZER TRAVELING OVER THE SPEED LIMIT ON MY STREET CRASHED INTO A TREE, A PARKED CAR, AND THEN CONTINUED TO ROLL OVER ACROSS MY FRONT LAWN, LANDING SIDEWAYS AFTER FLIPPING SEVERAL TIMES. THE OCCUPANTS WERE SEVERELY INJURED. NO AIRBAGS DEPLOYED DURING THE CRASH. THE DRIVER OF THE VEHICLE IS IN ICU NEEDING FACIAL RECONSTRUCTIVE SURGERY. *TR
10227418	CHEVROLET	TRAILBLAZER	2006	2008-05-09	WHILE DRIVING ON A DIRT ROAD THAT ONLY FITS ON CAR, I WAS INVOLVED IN A HEAD ON COLLISION INVOLVING A JEEP CHEROKEE. THERE WAS EXTENSIVE FRONT DAMAGE HOWEVER, THE AIRBAG DID NOT DEPLOY NOR DID ONSTAR CONTACT ME. I HAVE VERY PAINFUL NECK, HEAD, SHOULDER, AND RIGHT ARM PAIN. *TR
10244652	CHEVROLET	TRAILBLAZER	2006	2008-08-28	WE WERE INVOLVED IN A HEAD ON COLLISION WITH ANOTHER VEHICLE. BOTH WERE TRAVELING AT APPROXIMATELY 45 MPH. THE AIR BAGS DID NOT DEPLOY. I WAS DRIVING THE VEHICLE AND HAVE A BROKEN RIGHT LEG, BROKEN LEFT HEEL AND ANKLE. I WAS TEMPORARILY KNOCKED UNCONSCIOUS FROM HITTING THE STEERING WHEEL. MY WIFE SUFFERED A BROKEN WRIST, FRACTURED PELVIS, AND FRACTURED TIBULA. *TR
10364174	CHEVROLET	TRAILBLAZER	2006	2010-10-01	IN APPROXIMATELY APRIL OF 2010 MY GAS GAGE ON MY 06 TRAILBLAZER QUIT WORKING. THE PART WAS NO LONGER UNDER WARRANTY AT 84K MILES. VERY DANGEROUS WHEN TRAVELING 400 MILES WITH ELDERLY AUNT AND SMALL CHILD 2X A WEEK. ON OCTOBER 1, 2010 I WAS INVOLVED IN A HIGH SPEED COLLISION WHEN A CAR PULLED IN FRONT OF ME, WHILE I WAS GOING 70MPH. THE AIRBAGS DID NOT DEPLOY, I SUFFERED MAJOR TRAUMA TO MY KNEES AND AM UNABLE TO WALK WELL OR DRIVE. I HIT MY HEAD ON THE STEERING WHEEL AND CONTINUE TO HAVE PAIN. MY ELDERLY AUNT BROKE 3 CERVICAL VERTEBRAE AND STILL HAS A TRACHOTOMY OVER A MONTH LATER. SHE IS STILL IN THE HOSPITAL, AND IT IS UNKNOWN IF SHE WILL COME HOME. *TR
10389988	CHEVROLET	TRAILBLAZER	2006	2011-02-24	INERTIA REEL ON SEATBELT FAILED. NO AIR BAG DEPLOYMENT. 2006 TRAILBLAZER, FULL STRAIGHT HEAD ON CRASH. *TR
10524151	CHEVROLET	TRAILBLAZER	2006	2013-05-30	THIS COMPLAINT IS BEING FILED ON BEHALF OF THE VEHICLE OWNER AND DRIVER. THIS CHEVY TRAILBLAZER WAS INVOLVED IN A TWO VEHICLE, DOUBLE FATAL CRASH. THE FRONT OF THE TRAILBLAZER STRUCK THE DRIVER'S SIDE DOOR OF A CAVALIER THAT FAILED TO YIELD FROM A STOP SIGN. THE TRAILBLAZER STAYED CONNECTED WITH THE CAVALIER, FORCING IT OFF THE LEFT SIDE OF THE ROADWAY AND INTO A LARGE TREE. BOTH OCCUPANTS IN THE CAVALIER WERE FATALY INJURED. THE FRONT AIRBAGS DID NOT DEPLOY ON THE TRAILBLAZER AND NO EVENT WAS RECORDED ON THE AIRBAG CONTROL MODULE. *TR
10548331	CHEVROLET	TRAILBLAZER	2006	2013-10-10	I WAS DRIVING DOWN THE HIGHWAY AND HAD GOT CUT OFF BY A CAR. I SWERVED AND AVOIDED HITTING THE CAR BUT ENDED UP HITTING THE MEDIAN ALMOST DIRECTLY HEAD ON. THE WHOLE FRONT OF THE VEHICLE WAS SMASHED IN AND THE VEHICLE WAS TOTALED. THE AIRBAGS NEVER WENT OFF, ME AND MY PASSENGER WERE BOTH WEARING OUR SEAT BELT AND I ENDED UP HITTING MY HEAD ON THE STEERING WHEEL LEAVING ME UNCONSCIOUS. AN AMBULANCE RUSHED ME TO THE HOSPITAL AND I RECEIVED 10 STITCHES ABOVE MY LEFT EYE. *TR
10550276	CHEVROLET	TRAILBLAZER	2006	2013-10-28	TL* THE CONTACT OWNS A 2006 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 35 MPH, SHE LOST CONTROL OF THE VEHICLE WHILE DRIVING IN SNOWY WEATHER. THE VEHICLE NOSE DIVED INTO AN EMBANKMENT AND THEN CRASHED INTO A BOULDER. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT WAS TRANSPORTED TO THE HOSPITAL VIA AMBULANCE FOR TREATMENT OF A CONCUSSION AND BRUISING. THE FRONT PASSENGER WAS ALSO INJURED AND SUSTAINED BRUISING. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 102,000.
10679561	CHEVROLET	TRAILBLAZER	2006	2014-10-06	TL* THE CONTACT OWNED A 2006 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING AT 35 MPH, THE DRIVER DRIFTED OFF THE ROAD AND CRASHED THE VEHICLE INTO A TREE. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED A FRACTURED NOSE AND LEFT CHEEKBONE THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED AND TOWED BACK TO THE CONTACTS RESIDENCE. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 199,000.
10888990	CHEVROLET	TRAILBLAZER	2006	2016-07-21	VEHICLE WAS TRAVELING ON CITY STREET AT 30MPH WHEN IT STRUCK A UTILITY POLE, SHEARING IT OFF AT THE BASE. VEHICLE THEN TRAVELED STRAIGHT UP A HILL AND STRUCK A HOUSE, COMING TO REST THERE. NONE OF THE AIR BAGS DEPLOYED. NEWS STORY AT HTTP://WWW.WGEM.COM/CATEGORY/133158/VIDEO-LANDING-PAGE?&CLIPID=12610200&AUTOSTART=TRUE

10955948	CHEVROLET	TRAILBLAZER	2006	2016-09-08	LETTER FROM SENATOR NELSON ON BEHALF OF CONSTITUENT REGARDING GENERAL MOTOR SAFETY DEFECTS. *LD THE CONSUMER SUGGESTED THERE WAS A DEFECT WITH THE GM AIR BAGS IN 2006 CHEVROLET TRAILBLAZER, IN WHICH THE DRIVER SUSTAINED A BRAIN INJURY AND HIS WIFE WAS INJURED, WHEN IT WAS IMPACTED ON THE DRIVER'S SIDE, RESULTING IN LEFT A-PILLAR CONTACT WHEN THE AIR BAG FAILED TO DEPLOY AND HIS SEAT BELT RESTRAINTS FAILED. THE CRASH WAS OF ENORMOUS SEVERITY, WITH A SPEED CHANGE OF 38 MPH WITH A LINE FORCE IN THE DIRECTION OF THE A PILLAR. *JB
10966507	CHEVROLET	TRAILBLAZER	2006	2017-02-27	I WAS IN A CRASH AND NEITHER FRONT AIRBAG DEPLOYED, MY INSURANCE ADJUSTER QUESTIONED IF THE AIR BAG SYSTEM EVEN WORKS. I HAVE COPY OF THE ESTIMATE TO REPAIR AS WELL. DUE TO THE FORCE OF IMPACT EVEN LOCAL REPAIR SHOP STATED THAT MY AIR BAGS SHOULD HAVE GONE OFF AS WELL. IS THERE A RECALL ON THIS MODEL FOR AIR BAGS NOT DEPLOYING? I WAS IN A SECOND WRECK ON 3/7/17 AND NEITHER AIR BAG DEPLOYED AT THAT TIME EITHER AND THERE WAS NO BUMPER SO AIR BAGS SHOULD HAVE DEFINITELY GONE OFF.
10403445	GMC	ENVOY	2006	2011-05-20	I HAD A CRASH AT 45 MPH INTO A LARGE TREE \$9000+ DAMAGE TO THE FRONT END OF MY CAR AND THE AIRBAG NEVER WENT OFF. ONSTAR WAS CALLED AND HELPED ME.
10704170	GMC	ENVOY	2006	2015-03-22	I WAS INVOLVED IN A HEAD ON COLLISION, WHERE A CAR CAME AROUND A BUS INTO MY LANE . IT WAS A CLEAR CUT CASE OF WHO WAS AT FAULT. MY CONCERN IS THAT MY AIR BAG NEVER DEPLOYED. THERE IS A DRIVER AND PASSENGER AIRBAG IN THAT MODEL. IF NOT FOR MY SEAT BELT , I WOULD HAVE GONE THROUGH THE WINDSHIELD AND THE VEHICLE WAS TOTALED FROM THE FORCE. THERE ARE PICTURES I COULD FORWARD OF THE ACCIDENT. I WANTED TO KNOW IF THERE WAS ANY THING ELSE I COULD DO TO ADDRESS THIS ISSUE. THANK YOU *TR
10780171	GMC	YUKON	2006	2015-08-21	MY FATHER WAS DRIVING FROM DIALYSIS ON THE DECLINE OF A BRIDGE WHEN HE PASSED OUT BEHIND THE WHEEL. HE WAS WEARING HIS SEATBELT, AND THE VEHICLE RESTED AFTER HITING A TREE. THE AIRBAGS DID NOT DEPLOY. I HAVE CONTACTED GMC AND THERE IS AN INVESTIGATION PENDING, THEY HAVE SENT A REPRESENTAIVE TO INSPECT THE VEHICLE AND I AM AWAITING THE OUTCOME. I HAVE CONTACTED COPART AND HAD THE VEHICLE PLACED ON HOLD TO ALLOW NHTSA THE OPPORTUNITY TO DO THE SAME, IF YOU CHOOSE. 5017 DUNCAN ROAD, PUNTA GORDA, FL (941) 505-9700. PLEASE FEEL FREE TO CONTACT ME WITH ANY QUESTIONS.
11377560	GMC	YUKON	2006	2011-06-07	AIRBAG FAILED FUNCTION DUE TO LACK OF INFLATOR PERFORMANCE DURING MY HUSBANDS HEAD-ON CRASH AND HE SUFFERED COLLAR BONE AND RIB FRACTURES,MASSIVE HEAD TRAUMA RESULTING IN A CRAINIOTOMY,BRAIN DAMAGE AND DEATH ONE MONTH LATER. THE VEHICLE WAS TRAVELLING AT 45MPH ON A PAVED TWO LANE STREET.
10275950	BUICK	RAINIER	2005	2009-06-30	2005 BUICK RAINIER WAS IN A HEAD ON COLLISION WITH A CHRYSLER TOWN & COUNTRY VAN IN COMING TRAFFIC. MY WIFE DRIVING THE RAINIER HIT HER HEAD ON THE STEERING WHEEL AND BENT IT. SHE RECEIVE A LARGE LACERATION REQUIRING ABOUT 30 STITCHES, CLAVICLE STRAIN, BROKEN COLLAR BONE AND MULTIPLE BRUISES. SHE WAS WEARING THE SEAT BELT. COLLISION WAS STRONG ENOUGH TO LIFT THE REAR OF THE CAR OFF THE GROUND AND TURN IT FACING THE SAME DIRECTION AS THE VAN SHE HIT. THE AIRBAGS DID NOT DEPLOY! *TR
10152376	CADILLAC	ESCALADE	2005	2006-03-01	HAD A FRONT END COLLISION WITH ANOTHER VEHICLE AND NONE OF MY AIRBAGS DEPLOYED. THE VEHICLE WAS 4 WEEKS OLD AND HAD 1850 MILES AT THE TIME OF THE ACCIDENT. CALLED CADILLAC CUSTOMER SERVICE AND WAS GIVEN AN AIRBAG HISTORY LESSON VIA TELEPHONE FROM SOMEONE THAT HAD NEVER SEEN MY VEHICLE OR INSPECTED IT FOR DAMAGE AFTER THE ACCIDENT. AT THE END OF OUR CONVERSATION I WAS TOLD ALL WAS OK, NONE OF MY AIRBAGS SHOULD HAVE DEPLOYED AND NOT TO WORRY ABOUT IT. THE ENTIRE FRONT END OF MY VEHICLE WAS KNOCKED OFF, THE FRAME HAS MULTIPLE CRACKS AND IS BENT AS A RESULT OF THE COLLISION AND THE COLLISION CENTER IS 90% CERTAIN THE VEHICLE IS NOT REPAIRABLE. *JB
10895442	CADILLAC	SRX	2005	2016-08-11	AIRBAG DIDN'T DEPLOY IN AN ACCIDENT ON AUGUST 11 2016. AIRBAG IS FAULTY AND CONCERN ABOUT THE SAFETY OF THE 2005 SRC
10968319	CADILLAC	SRX	2005	2017-03-14	TL* THE CONTACT'S DAUGHTER OWNED A 2005 CADILLAC SRX. WHILE DRIVING APPROXIMATELY 40 MPH ON AN ICY, SNOWY ROAD, THE VEHICLE STARTED TO SKID AND THE DRIVER LOST CONTROL OF THE VEHICLE. THE DRIVER CRASHED INTO A CEMENT WALL. ALL THE AIR BAGS FAILED TO DEPLOY. THE DRIVER SUSTAINED HEAD INJURIES THAT REQUIRED MEDICAL ATTENTION ALONG WITH BRUISES TO THE CHEST, RIGHT ARM, AND LEG. A POLICE REPORT WAS FAILED. THE VEHICLE WAS TOWED AND DEEMED DESTROYED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 110,000. THE VIN WAS UNAVAILABLE.
10120423	CHEVROLET	EQUINOX	2005	2005-05-01	2005 CHEVROLET EQUINOX REAR ENDED ANOTHER VEHICLE AFTER BEING HIT IN THE REAR WHILE STOPPED. THE AIR BAGS DID NOT DEPLOY AND THE SEAT BELTS DID NOT ENGAGE.*MR THE DRIVER SUSTAINED SOME INJURIES WHEN HE WAS PUSHED FORWARD INTO THE STEERING WHEEL AND DASH. *NM
10221708	CHEVROLET	EQUINOX	2005	1901-01-01	2005 CHEVY EQUINOX AIR BAGS DID NOT DEPLOY. CONSUMER STATES THAT HE WAS INVOLVED IN A FRONTAL CRASH AND AIR BAGS FAILED TO DEPLOY. HE STATES THAT THE CRASH SPEED WAS ABOUT 35 MPH. *KB

10221964	CHEVROLET	EQUINOX	2005	2007-12-15	I HAD A HEAD ON COLLISION WITH A CONCRETE WALL IN MY 2005 CHEVROLET EQUINOX ON DECEMBER 15, 2007. I WAS TRAVELING ABOUT 55-60 MPH WHEN THE HEAD ON COLLISION OCCURRED. MY AIRBAGS DID NOT DEPLOY. HOWEVER THE TALC POWER AND THE SMELL CAME OUT. I HAD AN INVESTIGATION DONE ON THE AIRBAGS. I WAS TOLD BY A GM INVESTIGATION REP THAT THE VEHICLE HAS TO SLOW DOWN 10-15 MPH FOR THE AIRBAGS TO DEPLOY. THE INVESTIGATION SHOWED THAT THE VEHICLE SLOWED DOWN 11.85 MPH WHICH FALLS WITHIN THE RANGE FOR THE AIRBAGS TO DEPLOY. I NEED A SECOND OPINION BECAUSE GM STATED THAT DESPITE WHAT THE REPORT SAYS, THEY ARE NOT AT FAULT FOR THE AIRBAGS. *TR
10266217	CHEVROLET	EQUINOX	2005	2009-04-14	TL*THE CONTACT OWNS A 2005 CHEVROLET EQUINOX. WHILE DRIVING 40 MPH, ANOTHER DRIVER PULLED OUT IN FRONT OF THE CONTACT'S VEHICLE. AS A RESULT, THE CONTACT CRASHED INTO THE OTHER VEHICLE. THE FRONT DRIVER'S SIDE AIR BAG FAILED TO DEPLOY AND THE CONTACT SUSTAINED MINOR NECK INJURIES. A POLICE REPORT WAS FILED. THE VEHICLE WAS INSPECTED BY HER INSURANCE AGENCY AND THEY STATED THAT IT WAS DESTROYED. THE ADJUSTER WAS UNABLE TO DETERMINE WHY THE AIR BAGS DID NOT DEPLOY. THE CONTACT CALLED THE MANUFACTURER AND WAS INFORMED THAT SHE WOULD RECEIVE A CALL BACK REGARDING THE CRASH. THE FAILURE MILEAGE WAS 30,000.
10440022	CHEVROLET	EQUINOX	2005	2011-12-13	TL* THE CONTACT OWNS A 2005 CHEVROLET EQUINOX. THE CONTACT WAS DRIVING 30 MPH WHEN A DEER JUMPED A FENCE AND LANDED ON THE HOOD OF THE VEHICLE WITH EXTREME FORCE. THE CONTACT STATED THE ENGINE CONTINUED TO RUN BUT THE INTERIOR AND EXTERIOR LIGHTNING FAILED. THE AIR BAGS ALSO FAILED TO DEPLOY. THE POLICE WERE NOT CONTACTED AND THERE WERE NO INJURIES. THE VEHICLE WAS TAKEN TO A LOCAL REPAIR SHOP AND THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS UNAVAILABLE. THE FAILURE AND THE CURRENT MILEAGES WERE 73,000. UPDATED 01/10/12*LJ
10489315	CHEVROLET	EQUINOX	2005	2012-12-15	I WAS DRIVING, HIT ICE, FISH TAILED, STARTED TO SPIN, WENT HEAD FIRST INTO THE MEDIAN, PROBABLY GOING 30-45 MPH. AFTER THAT WE CAME TO A STOP, AND WERE HIT BY A SEMI TRAILER TRAVELING AT APPROXIMATELY 45-60 MPH. NEITHER IMPACT SET THE AIR BAGS OFF AND WE BELIEVE THAT IT SHOULD HAVE. *TR
10597676	CHEVROLET	EQUINOX	2005	2004-10-31	TL* THE CONTACT OWNS A 2005 CHEVROLET EQUINOX. WHILE DRIVING APPROXIMATELY 70 MPH ON THE HIGHWAY, THE CONTACT NOTICED THE KEY WAS DETACHING FROM THE IGNITION. THE DEALER STATED THAT THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 04V302000 (POWER TRAIN). WHILE DRIVING 35 MPH, THE CONTACT WAS INVOLVED IN A CRASH AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT WAS INJURED AND RECEIVED MEDICAL ATTENTION. THE VEHICLE WAS REPAIRED BY THE DEALER. THE MANUFACTURER WAS NOT NOTIFIED. THE APPROXIMATE FAILURE MILEAGE WAS 70.
10597688	CHEVROLET	EQUINOX	2005	2005-10-31	DRIVING DOWN STREET CUT OFF BY SEMI RAN INTO FLASHING SIGN WITH NOWHERE ELSE TO GO. OVER HALF PASSENGER FRONT BUMPER WAS CRUSHED RADIATOR SMASHED, WHOLE FRONT PASSENGER QUARTER SMASHED. CAR WAS UNDRIVEABLE BUT AIR BAGS DID NOT GO OFF. *TR
10716175	CHEVROLET	EQUINOX	2005	2013-12-13	HEAD ON ACCIDENT INTO DITCH, AIRBAGS DID NOT GO OFF
10936302	CHEVROLET	EQUINOX	2005	2016-12-15	I WAS IN AN ACCIDENT ON 12/15/2016 WHERE I HIT SOMEONE FROM BEHIND. I WAS DRIVING STRAIGHT DOWN THE HIGHWAY AND DIDN'T NOTICE THE PEOPLE IN FRONT OF ME STOPPING. WHEN I HIT THE BRAKES, IT WAS TOO LATE AND MY CHEST WENT FLYING AGAINST THE STEERING WHEEL. WHEN MY EQUINOX HIT THEM, MY SEAT BELT DID NOT LOCK AND MY CHEST HIT THE STEERING WHEEL. I HAD TO GO TO THE HOSPITAL BECAUSE OF THE FORCE OF THE IMPACT. THE FORCE WAS SO HARD THAT THE AIR BAG DID NOT COME OUT. I DON'T KNOW IF THERE IS AN AIR BAG INSIDE THE VEHICLE. I COULD NOT CATCH MY BREATH AND I TESTED OUT MY SEAT BELT AND REALIZED IT DOES NOT LOCK WHEN BREAKING. IT IS ACTUALLY LOSE THE WHOLE TIME I AM DRIVING. THIS IS NOT SAFE FOR ME OR A PASSAGE THAT I HAVE IN THE CAR. TESTED OUT THE PASSAGE SIDE AS WELL AND IT IS THE SAME THING. *TR
11023592	CHEVROLET	EQUINOX	2005	2017-09-06	TL* THE CONTACT OWNS A 2005 CHEVROLET EQUINOX. WHILE DRIVING 45 MPH, THE CONTACT CRASHED INTO ANOTHER VEHICLE. ALL THE AIR BAGS FAILED TO DEPLOY. THE CONTACT NOTICED SMOKE COMING FROM THE RADIATOR. THE VEHICLE WAS TOWED TO XTREME COLOR INC. IN KANSAS CITY, KS 66102; 913-281-0830. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED A NECK AND BACK INJURY THAT REQUIRED MEDICAL ATTENTION. THE MANUFACTURER WAS NOT CONTACTED. THE APPROXIMATE FAILURE MILEAGE WAS 146,500.
11127938	CHEVROLET	EQUINOX	2005	2018-07-20	TL* THE CONTACT OWNS A 2005 CHEVROLET EQUINOX. WHILE DRIVING 24 MPH ON AN EXIT RAMP, THE VEHICLE INADVERTENTLY DROVE OFF THE SIDE OF THE RAMP AND CRASHED. THE AIR BAGS FAILED TO DEPLOY AND THE SEAT BELT FAILED TO RESTRAIN THE CONTACT. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT SUSTAINED MINOR INJURIES TO THE HEAD AND HIPS THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOW LOT. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND A FIELD INSPECTOR WAS SENT TO INSPECT THE VEHICLE. THE CONTACT WAS AWAITING THE INSPECTION RESULTS. THE VEHICLE WAS NOT TAKEN TO A DEALER FOR DIAGNOSTIC TESTING. THE FAILURE MILEAGE WAS 140,000.

11191960	CHEVROLET	EQUINOX	2005	2019-03-27	TL* THE CONTACT OWNS A 2005 CHEVROLET EQUINOX. WHILE DRIVING 35 MPH AND DRIVING STRAIGHT PREPARING TO MAKE A RIGHT TURN, THE CONTACT CRASHED INTO THE FRONT QUARTER PANEL OF ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED INJURIES TO THE HEAD AND ANKLE, WHICH REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT LOT. THE DEALER AND MANUFACTURER WERE NOT CONTACTED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE FAILURE MILEAGE WAS 65,000. *DT *TR
11297402	CHEVROLET	EQUINOX	2005	2020-01-05	TL* THE CONTACT OWNED A 2005 CHEVROLET EQUINOX. THE CONTACT STATED THAT WHILE DRIVING 55 MPH AND TURNING ON CURVE TOO FAST, CONTROL OF THE VEHICLE WAS LOST. THE VEHICLE SWERVED LEFT AND RIGHT ULTIMATELY COMING TO A STOP AFTER CRASHING INTO A TREE. THE AIR BAGS FAILED TO DEPLOY. DURING THE IMPACT THE CONTACT HEAD WAS HIT ON THE WINDSHIELD AND ABRASION TO THE KNEE WERE SUSTAINED. MEDICAL ATTENTION WAS NOT SOUGHT. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOW YARD. THE VEHICLE WAS DESTROYED. THE DEALER AND MANUFACTURER WERE NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 165,000.
10117624	CHEVROLET	SILVERADO	2005	2005-03-29	WHILE DRIVING 40 MPH VEHICLE CRASHED INTO A STORE FRONT. UPON IMPACT, DUAL AIRBAGS DID NOT DEPLOY. NO INJURIES REPORTED. *AK
10137371	CHEVROLET	SILVERADO	2005	2005-09-20	I HAD AN ACCIDENT ON TUESDAY SEPT. 20, 2005 DRIVING MY 2005 CHEVY PICKUP K2500 HD 4 WHEEL DRIVE. I LOST CONTROL AND WENT OFF HIGHWAY STRIKING A CITY DUMPSTER HEADON AND MOVING THE DUMPSTER APPROXIMATELY 50-60 FT. BY POLICE REPORT AND THEN GOING BACK ON HIGHWAY AND CROSSING ALL 4 LANES BEFORE THE TRUCK STOPPED. MY TRUCK WAS TOTALED BUT MY AIRBAG NEVER DEPLOYED. I WAS UNCONSCIOUS AND WAS AIRLIFTED TO VANDERBILT HOSPITAL IN NASHVILLE TN. WHY DIDN'T MY AIRBAG DEPLOY WITH A HEADON CRASH OF THIS FORCE? THIS SEEMS TO BE A DEFECT IN THE PRODUCT. I RECEIVED A 4 INCH CUT ACROSS THE BOTTOM OF MY CHIN THAT REQUIRED SEVERAL STITCHES AND VERY SORE FROM MY HEAD DOWN MY RIGHT LEG. STILL FOLLOWING UP WITH DOCTORS.... *NM
10153906	CHEVROLET	SILVERADO	2005	2006-03-27	DT*: THE CONTACT STATED THE VEHICLE WAS INVOLVED IN AN ACCIDENT ON DRY ROADS. TWO VEHICLES COLLIDED IN FRONT OF THE CONTACT, CAUSING AN EMERGENCY BRAKING SITUATION. THE CONTACT COLLIDED WITH THE REAR OF THE SECOND VEHICLE, AND THE AIR BAGS DID NOT DEPLOY. THE CONTACT WAS INJURED IN THE ACCIDENT. AN INDEPENDENT REPAIR SHOP WAS CONSULTED AND THEY WERE UNABLE TO DUPLICATE THE PROBLEM.
10201747	CHEVROLET	SILVERADO	2005	2007-08-27	AIRBAG FAILURE IN HEAD-ON COLLISION, TOTALING 2 TRUCKS. *JB
10455110	CHEVROLET	SUBURBAN	2005	2011-12-06	TL* THE CONTACT OWNS A 2005 CHEVROLET SUBURBAN. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 30 MPH, SHE CRASHED INTO THE REAR OF A TRASH TRUCK. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THE DRIVER SUSTAINED INJURIES TO THE LEFT ARM AND LEFT LEG. THE POLICE WERE CONTACTED AND A REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE THEY DEEMED THE VEHICLE AS BEING DESTROYED. THE MANUFACTURER WAS CONTACTED AND AFTER DIAGNOSING THE VEHICLE, THEY ADVISED HER THAT THE VEHICLE WAS NOT TRAVELING FAST ENOUGH AT THE TIME OF IMPACT FOR THE AIRBAGS TO DEPLOY. THE FAILURE MILEAGE WAS APPROXIMATELY 80,000.
10130316	CHEVROLET	TAHOE	2005	2005-07-16	DT: ON JULY 16, 2005 WHILE TRAVELING AT 55 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A HEAD ON COLLISION WITH ANOTHER VEHICLE. TOTALED THE OTHER VEHICLE. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. VEHICLE HAS NOT BEEN INSPECTED TO SEE WHY THE AIR BAGS DID NOT DEPLOY. AIR BAG LIGHT CAME ON. CONSUMER CALLED THE DEALERSHIP, AND THEY ADVISED CONSUMER NOT DRIVE THE VEHICLE TO THE DEALERSHIP BECAUSE THE AIRBAGS MIGHT DEPLOY. THE VEHICLE WAS TAKEN TO THE BODY SHOP YESTERDAY TO BE FIXED. THE CONSUMER SPRAINED BACK AND NECK. A POLICE REPORT WAS ISSUED.*AK
10200191	CHEVROLET	TAHOE	2005	2007-06-18	AIR BAGS FAILED TO DEPLOY IN A CRASH. THE FRAME OF OUR 2005 CHEVROLET TAHOE WAS BUCKLED IN THE CRASH. CRASH TEST DATA WAS RETRIEVED FROM THE VEHICLE, ALTHOUGH GENERAL MOTORS DOES NOT FEEL THAT THEY ARE IN A POSITION TO HONOR OUR REQUEST FOR DAMAGES AGAINST THEM. MY HUSBAND AND I BOTH RECEIVED BACK AND NECK INJURIES DURING THE ACCIDENT. *TR
10335468	CHEVROLET	TAHOE	2005	2009-06-12	TL*THE CONTACT OWNS A 2005 CHEVROLET TAHOE. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 55 MPH, THE VEHICLE CRASHED INTO A DEER BUT THE AIR BAGS DID NOT DEPLOY. THERE WAS EXTENSIVE DAMAGE TO THE VEHICLE. A POLICE REPORT WAS FILED. THE DEALER STATED THAT THE VEHICLE COULD BE INSPECTED AT THE CONTACT'S EXPENSE. THE BODY DAMAGE HAD BEEN REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 75,000. THE CURRENT MILEAGE WAS APPROXIMATELY 100,000.
10494771	CHEVROLET	TAHOE	2005	2013-01-24	2005 CHEVY TAHOE WAS IN AN ACCIDENT AND HIT FRONT DRIVERS SIDE INTO DIRT EMBANKMENT AT 35-40 MPH PUSH DRIVERS SIDE TIRE BACK ABOUT 3" AND BUCKLED HOOD AND FENDER AND THE AIRBAGS DIDN'T GO OFF. *TR

10748242	CHEVROLET	TAHOE	2005	2015-08-11	TL* THE CONTACT OWNED A 2005 CHEVROLET TAHOE. WHILE DRIVING APPROXIMATELY 50 MPH, THE REAR DRIVER SIDE WHEEL BECAME DETACHED FROM THE VEHICLE AND CAUSED THE CONTACT TO LOSE CONTROL OF THE VEHICLE. THE CONTACT CRASHED INTO A WOODEN POLE, WHICH CRASHED THROUGH THE FRONT WINDOW. THE VEHICLE FLIPPED OVER THREE TIMES AND LANDED UPSIDE DOWN. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED BROKEN BONES AND INJURIES THAT REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS TOWED TO THE TOWING COMPANY. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 131,000.
10134099	CHEVROLET	TRAILBLAZER	2005	2005-05-12	I WAS INVOLVE IN AN ACCIDENT WHERE I HAVE LOST CONTROL OF A CHEVROLET TRAILBLAZER AND HIT A CENTER DIVIDER ON THE FREEWAY. WITH THE FRONT BUMPER SMASHED ONTO THE CENTER DIVIDER, THE AIR BAG FAILED TO DELPLOY.
10141221	CHEVROLET	TRAILBLAZER	2005	2005-10-19	CHEVY TRAILBLAZER ('05 OR '06) REAR ENDED ANOTHER VEHICLE AT A SPEED FAST ENOUGH TO TOTAL THE TRAILBLAZER. THE AIRBAG DID NOT DEPLOY AND THE DRIVER SUSTAINED CHEST AND HEART INJURIES. *NM
10143976	CHEVROLET	TRAILBLAZER	2005	2005-11-20	DT: THE CONTACT'S BOY FRIEND WAS TRAVELING AT 78 MPH WHEN HE LOST CONTROL OF THE VEHICLE, AND IT WAS INVOLVED IN A FRONTAL IMPACT. THE VEHICLE ROLLED OVER SIX TIMES. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THE CONTACT AND PASSENGER SUSTAINED INJURIES. MANUFACTURER WAS NOT CONTACTED. *AK
10161963	CHEVROLET	TRAILBLAZER	2005	2006-07-08	7/8/06, WHILE TRAVELING HIGHWAY 31 IN NILES, MICHIGAN, SPEED LIMIT OF 70 MPH, WE HIT A DEER HEAD ON WITH OUR 2005 CHEVY TRAILBLAZER LS, S/N. WE HAD NO TIME TO EVEN BRAKE PRIOR TO THE IMPACT. THE IMPACT TOOK OUT THE FRONT END OF THE CAR, PUSHING THE RADIATOR BACK INTO THE ENGINE COMPARTMENT. NEITHER AIR BAG DEPLOYED. THERE WERE 4 PASSENGERS IN THE VEHICLE, INCLUDING AN 11-YEAR OLD BOY, AND A 14-YEAR OLD BOY. *JB
10173065	CHEVROLET	TRAILBLAZER	2005	2006-11-08	DT*: THE CONTACT STATED WHILE DRIVING 40 MPH ENTERING THE FREEWAY, THE VEHICLE REAR ENDED ANOTHER VEHICLE AND NONE OF THE AIR BAGS DEPLOYED. THE AIRBAG WARNING LIGHT DID NOT ILLUMINATE PRIOR TO THE CRASH. A POLICE REPORT WAS FILED IN THE STATE OF CALIFORNIA. THERE WERE TWO PEOPLE INJURED; THE NOSE OF THE CHILD WAS BLEEDING AND THE CONTACT SUFFERED A NECK INJURY. THE CHILD WAS 6 YEARS OLD AND THE CONTACT WAS 22 YEARS OLD. BOTH OF THE PASSENGERS WERE WEARING SEAT BELT. THE WEATHER WAS CLOUDY. A POLICE REPORT WAS PROCESS. THE SERVICE DEALER AND THE MANUFACTURER WERE NOT NOTIFIED.
10178482	CHEVROLET	TRAILBLAZER	2005	2007-01-08	TL* - THE CONTACT'S 2005 CHEVY TRAILBLAZER WAS PURCHASED USED ON AUGUST 13, 2005 FROM BERGLUND CHEVROLET OF VIRGINIA, WITH 13000 MILES. THE VEHICLE WAS INVOLVED IN AN ACCIDENT ON JANUARY 8TH, 2007 WHERE THERE WAS ONE FATALITY AND FIVE PEOPLE WERE INJURED. A SECOND VEHICLE, A BUICK LASABRE, FAILED TO STOP AT STOP SIGN WHILE MAKING A LEFT HAND TURN. THE CONTACTS VEHICLE STRUCK THE SECOND VEHICLE DIRECTLY ON THE DRIVERS SIDE. THE CONTACTS VEHICLE WAS TRAVELING AT 50 MPH. THE DRIVER OF THE SECOND VEHICLE WAS PRONOUNCED DEAD AT THE SCENE. THE CONTACTS VEHICLE PASSENGER AND DRIVER SIDE AIR BAGS NEVER DEPLOYED, EVEN THOUGH THERE WERE PASSENGERS IN ALL SEATS. SIX STATE TROOPERS WERE ON THE SCENE AND NO ONE WAS SITED.
10205154	CHEVROLET	TRAILBLAZER	2005	2007-10-06	I WAS DRIVING ON AN ELEVATED INTERSTATE AND LOST CONTROL OF THE VEHICLE. I HIT THE GUARDRAIL IN A DIRECT FRONTAL IMPACT. THE ENTIRE FRONT OF THE CAR WAS CRUSHED ABOUT 40 INCHES. THE CAR IS TOTALED BUT THE AIRBAGS DID NOT DEPLOY. I SUFFERED SOME INJURIES ON MY HEAD EVEN THOUGH I HAD MY SEATBELT ON. *JB
10221319	CHEVROLET	TRAILBLAZER	2005	2008-02-21	I WAS DRIVING ON A 2 LANE ROAD GOING 45MPH. A CAR WAS FOLLOWING CLOSE BEHIND ME SO I WENT TO GET INTO RIGHT LANE AND MY TRUCK DID 5 360 AND HIT 3 TREES HEAD ON AND AIR BAG NEVER DEPLOYED. *TR
10239994	CHEVROLET	TRAILBLAZER	2005	2008-08-25	TL*THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. WHILE DRIVING 60 MPH, THE CONTACT STRUCK THE GUARDRAIL. THE VEHICLE WAS DESTROYED AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT HAS PICTURES OF THE VEHICLE. SHE WAS TRANSPORTED TO THE HOSPITAL AND IS CURRENTLY IN PAIN. A POLICE REPORT WAS FILED. THE AIR BAGS WERE NOT SERVICED PRIOR TO THE CRASH. THE VIN WAS UNKNOWN. THE FAILURE MILEAGE WAS 44,000.
10241433	CHEVROLET	TRAILBLAZER	2005	2005-09-07	TL*THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 45 MPH, THE CONTACT CRASHED INTO ANOTHER VEHICLE, WHICH RESULTED IN A THREE CAR PILE UP. THE FRONT END OF HER VEHICLE WENT UNDERNEATH THE PRECEDING VEHICLE. THE AIR BAGS FAILED TO DEPLOY. SHE WAS UNABLE TO RECEIVE ASSISTANCE FROM ON STAR DUE TO THE AIR BAG FAILURE. THERE WERE NO PRIOR FAILURES WITH HER VEHICLE. THE CONTACT AND THREE CHILDREN IN SAFETY SEATS SUSTAINED MINOR INJURIES. A POLICE REPORT WAS FILED. THE CURRENT AND FAILURE MILEAGES WERE 76,000.

10254382	CHEVROLET	TRAILBLAZER	2005	2008-12-16	MY DAUGHTER HAD AN ACCIDENT ON 12/16/2008. SHE HAS(HAD) A 2005 CHEVROLET TRAILBLAZER LS, 2 WHEEL DRIVE SUV. WHILE DRIVING ON THE OHIO TURNPIKE DURING A SNOW STORM SHE LOST CONTROL AND HAD A HEAD ON CRASH WITH A CEMENT RETAINING WALL WHILE TRAVELING BETWEEN 25 TO 35 MILES PER HOUR. THE AIR BAG DID NOT DEPLOY DURING THE ACCIDENT AND SHE SLAMMED HARD INTO THE STEERING WHEEL RESULTING IN A CONCUSSION, CHEST INJURIES, SORE WRIST, DIZZINESS, AND STILL HAS RINGING IN ONE EAR. SHE DID HAVE HER SAFETY BELT ON AT THE TIME OF THE ACCIDENT AND ALWAYS WEARS IT. WE ARE BAFLED AS TO WHY THE AIR BAG DID NOT COME OUT AS IT WOULD HAVE SAVE HER MUCH PAIN. THE CAR IS A TOTAL WRECK AS DESCRIBED BY THE PONTIAC DEALER THAT HER INSURANCE COMPANY TOWED THE SUV TO FOR REPAIRS. THE TRAILBLAZER SUSTAINED MUCH DAMAGE SUCH AS A BENT FRAME, BROKEN TRANSMISSION, ALL OF THE MOTOR MOUNTS AND THE TRANSMISSION MOUNTS BROKE LOOSE FROM THE FRAME, BENT STEERING WHEEL, AND ALL PARTS FROM THE ENGINE FORWARD ARE EITHER GONE OR BENT BEYOND REPAIR. WITH THIS VIOLENT OF A CRASH NO ONE HAS BEEN ABLE TO TELL US WHY THE AIR BAGS DID NOT DEPLOY. WE BOUGHT THIS SUV USED FROM A CHEVY DEALER IN JULY OF 2005 AND IT HAD AROUND 8000 MILES ON IT AT THAT TIME. I WOULD LIKE TO KNOW IF THERE IS SOME WAY OF CHECKING THE FUNCTIONALLY OF THIS AIR BAG TO SEE IF THERE MAY BE A POSSIBLE PROBLEM WITH IT. HER CRASH WAS HEAD ON AND IN MY OPINION VIOLENT ENOUGH TO ACTIVATE THE DRIVER SIDE AIR BAG. ANY SUGGESTIONS AS TO WHAT WE SHOULD DO? *TR
10256371	CHEVROLET	TRAILBLAZER	2005	2009-01-12	TL*THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. THE CONTACT WAS THE PASSENGER IN A VEHICLE TRAVELING 35 MPH ON ICY ROAD CONDITIONS. ANOTHER VEHICLE PULLED OUT IN FRONT OF THEM AND CRASHED INTO THE VEHICLE. THE VEHICLE WAS DESTROYED AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT WAS TRANSPORTED TO THE HOSPITAL BY AMBULANCE. HER NECK WAS SNAPPED BACKWARDS. THE SEAT BELT PROPERLY RESTRAINED HER AT THE TIME OF THE CRASH. A POLICE REPORT WAS FILED AND THE OTHER DRIVER RECEIVED A CITATION. THE DEALER WAS UNABLE TO DETERMINE WHY THE AIR BAGS FAILED. THE FAILURE MILEAGE WAS 80,000.
10266680	CHEVROLET	TRAILBLAZER	2005	2009-04-20	AIRBAGS DID NOT DEPLOY. A DRIVER PULLED OUT IN FRONT OF MY WIFE. SHE WAS TRAVELING AT NEARLY 40MPH. SHE STRUCK ANOTHER VEHICLE BROAD SIDE. THE AIRBAGS DID NOT DEPLOY. THE FRONT BUMPER FROM OUR TRAILBLAZER WAS ABOUT 30 YARDS BEHIND OUR VEHICLE. MY WIFE EXPERIENCED SEVERE BRUISING TO ABD AND CHEST. HER SEATBELT WAS IN USE. *TR
10269109	CHEVROLET	TRAILBLAZER	2005	2009-04-13	LOST CONTROL OF CAR ON NARROW ROAD UNDER NORMAL DRIVING CONDITIONS. COLLISION INTO TWO TREES HEAD ON. DRIVER SIDE AIRBAG NEVER DEPLOYED. *TR
10328284	CHEVROLET	TRAILBLAZER	2005	2010-04-29	I WAS IN AN ACCIDENT WHERE ANOTHER DRIVER PULLED OUT IN FRONT OF ME CROSSING ONCOMING TRAFFIC. I HIT HIM BROADSIDE DOING APPROXIMATELY 30-35 MILES PER HOUR. MY FRONT END WAS NEARLY SHOVED ALL THE WAY UP TO THE WINDSHIELD. MY 2005 TRAILBLAZER WAS TOTALED. MY AIRBAG DID NOT DEPLOY AND IF IT WASN'T FOR MY SEATBELT I WOULD HAVE WENT THROUGH THE WINDSHIELD THE IMPACT WAS SO HARD. I SUSTAINED A HURT SHOULDER AND ARM AND PROBABLY WOULDN'T HAD SUCH A PAINFUL INJURY IF THE AIRBAG HAD OF DEPLOYED. *TR
10357310	CHEVROLET	TRAILBLAZER	2005	2010-07-09	TL* THE CONTACT OWNS A 2005 CHEVROLET TRAIL BLAZER. THE CONTACT WAS DRIVING 50 MPH ON A SLICK MOUNTAIN ROAD WHEN THE VEHICLE HYDROPLANED AND CRASHED INTO THE SIDE OF A MOUNTAIN BEFORE FALLING INTO A DITCH. THE AIR BAGS DID NOT DEPLOY AND THE CONTACT AND TWO PASSENGERS SUSTAINED INJURIES. THE VEHICLE WAS DESTROYED. THE VEHICLE WAS NOT INSPECTED FOR THE FAILURE OF THE AIR BAGS. THE CONTACT WAS ADVISED BY HIS INSURANCE ADJUSTER THAT THE AIR BAGS SHOULD HAVE DEPLOYED. A POLICE REPORT WAS AVAILABLE. THE VIN WAS NOT AVAILABLE. THE FAILURE AND CURRENT MILEAGE WAS APPROXIMATELY 100,000.
10398899	CHEVROLET	TRAILBLAZER	2005	2011-04-28	AIR BAG DID NOT DEPLOY IN HEAD-ON COLLISION. *TR
10470760	CHEVROLET	TRAILBLAZER	2005	2012-07-27	TL* THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT THE DRIVER WAS TRAVELING BETWEEN 30 AND 40 MPH WHEN THE VEHICLE CRASHED INTO ANOTHER VEHICLE HEAD ON AND THE AIR BAGS FAILED TO DEPLOY. THE DRIVER SUSTAINED INJURIES TO THE HEAD, MOUTH, CHEST, LEG, AND WRIST. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE VEHICLE WAS NOT TAKEN TO THE DEALER. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE AND CURRENT MILEAGE WAS 40,000.
10475331	CHEVROLET	TRAILBLAZER	2005	2012-06-27	TL* THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. THE CONTACT WAS TRAVELING 45 MPH WHEN HE CRASHED AGAINST THE STREET MEDIAN, A UTILITY POLE AND THEN INTO A BUILDING. THE CONTACT STATED THAT NONE OF THE AIR BAGS IN THE VEHICLE DEPLOYED. THE CONTACT SUSTAINED LESIONS TO THE FACE, A CONTUSION TO THE RIGHT EYE AND CONTUSIONS TO THE CHEST AND LOWER ABDOMEN AREA. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE, VEHICLE WAS INSPECTED HOWEVER, THE FINDINGS WERE NOT DISCLOSED TO CONTACT. THE FAILURE AND CURRENT MILEAGE WAS 118,000.

10477042	CHEVROLET	TRAILBLAZER	2005	2012-09-17	TL* THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. THE CONTACT WAS DRIVING IN RAINY WEATHER AT VARIOUS SPEEDS WHEN HE UNEXPECTEDLY CRASHED INTO ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED FOR THE INCIDENT. THE CONTACT SUSTAINED SEVERE HEAD TRAUMA AND WAS TRANSPORTED BY AN AMBULANCE TO THE HOSPITAL. THE VEHICLE WAS DESTROYED AND TOWED TO A SAVAGE FACILITY. THE MANUFACTURER WAS NOT NOTIFIED OF THE PROBLEM. THE APPROXIMATE FAILURE MILEAGE WAS 122,000. UPDATED 10/31/12 *BF UPDATED 11/02/12
10477257	CHEVROLET	TRAILBLAZER	2005	2012-05-20	TL* THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING 30 MPH ATTEMPTING TO AVOID IMPACTING A DEER ON THE ROAD, HE CRASHED OFF A 9 FOOT EMBANKMENT AND NONE OF THE AIR BAGS DEPLOYED. THE CONTACT BECAME UNCONSCIOUS AFTER HIS HEAD CRASHED INTO THE STEERING WHEEL. ALSO, THE CONTACT SUFFERED SEVERE NECK INJURIES. THE VEHICLE WAS INSPECTED BY THE DEALER BUT THE RESULTS WERE INCONCLUSIVE. THE MANUFACTURER WAS NOTIFIED BUT OFFERED NO ASSISTANCE. THE FAILURE AND CURRENT MILEAGE WAS 108,429. THE VIN WAS UNAVAILABLE. UPDATED 10/31/12 *CN UPDATED 11/9/2012 *JS
10669444	CHEVROLET	TRAILBLAZER	2005	2014-11-18	HIT BLACK ICE. TRUCK SLID OFF THE ROAD AND FRONT END IMPACTED THE DITCH CAUSING HEAVY DAMAGE TO THE FRONT END. AIR BAG FAILED TO DEPLOY CAUSING INJURY. *JS
10678235	CHEVROLET	TRAILBLAZER	2005	2015-01-21	TL*THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING AT 25 MPH, ANOTHER VEHICLE CRASHED INTO THE FRONT PASSENGER SIDE OF THE CONTACT'S VEHICLE. AS A RESULT, THE CONTACT CRASHED INTO A SIGN AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED BACK INJURIES AND THE PASSENGER SUSTAINED NECK AND BACK INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE CONTACT WAS UNABLE TO CONFIRM IF THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 122,000. THE VIN WAS UNAVAILABLE.
10689540	CHEVROLET	TRAILBLAZER	2005	2015-02-16	TL* THE CONTACT OWNED A 2005 CHEVROLET TRAILBLAZER. WHILE DRIVING VARIOUS SPEEDS, THE VEHICLE SLID AND CRASHED. THE DRIVER SIDE AIR BAG FAILED TO DEPLOY. THE VEHICLE WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 06V417000 (AIR BAGS). THE CONTACT SUSTAINED LACERATIONS TO THE FACE, STITCHES UNDER THE EYEBROWS ON BOTH EYES, AND AN INJURED NECK THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE VIN WAS NOT AVAILABLE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS NOT AVAILABLE.
10721128	CHEVROLET	TRAILBLAZER	2005	2015-04-27	2005 CHEVY TRAILBLAZER WAS DRIVEN BY MY GRANDDAUGHTER. SHE WAS TRYING TO ENTER ONTO I-10 INTERSTATE AND WAS GOING TOO FAST ON THE ENTRANCE RAMP. ROAD CONDITIONS WERE HAZARDOUS AS IT WAS A SEVERE RAIN STORM. SHE HYDROPLANED AND HIT A VEHICLE IN FRONT OF HER WHICH CAUSED HER TO SPIN INTO ONCOMING TRAFFIC. SHE WAS HIT ON THE DRIVER'S SIDE AND THE TRUCK SPUN AROUND SEVERAL TIMES BEFORE IT STOPPPED. THE AIRBAG DID NOT DEPLOY!!! THE POLICE OFFICER AND THE TOW COMPANY DRIVER SAID SHE WAS LUCKY TO BE ALIVE. MY CONCERN IS THIS COULD HAVE BEEN A FATAL ACCIDENT AND THE AIRBAG FAILED TO DEPLOY. THE TRAILBLAZER WAS TOTALED AS THE AXLE AND THE ENGINE WERE ON THE GROUND. THE DRIVER'S SIDE FRONT WHEEL CAME OFF. I HAVE ALWAYS LIKE CHEVY VEHICLES BUT AM NOW HESITANT TO PURCHASE ANOTHER ONE B/C OF THIS ISSUE WITH THE AIR BAG.
10885198	CHEVROLET	TRAILBLAZER	2005	2016-06-20	HEAD ON COLLISION BOTH VEHICLES TRAVELING ABOUT 30MPH ON IMPACT AND TRAILBLAZER AIR BAGS DID NOT DEPLOY. I HAD MY SEATBELT ON AND WAS NOT INJURED.
10983668	CHEVROLET	TRAILBLAZER	2005	2017-05-02	TL* THE CONTACT OWNS A 2005 CHEVROLET TRAILBLAZER. WHILE DRIVING 35 MPH, THE CONTACT CRASHED INTO THE REAR OF ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE DRIVER SUSTAINED VARIOUS INJURIES TO THE FACE, WHICH REQUIRED MEDICAL ATTENTION. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE VEHICLE WAS TOWED TO A TOW YARD AND WAS NOT DIAGNOSED FOR THE AIR BAG FAILURE. THE FAILURE MILEAGE WAS 140,000.
11011530	CHEVROLET	TRAILBLAZER	2005	2017-07-27	AIRBAG DID NOT WORK
10111298	GMC	ENVOY	2005	2005-01-25	COMPLAINT RECEIVED VIA E-MAIL. MY WIFE WAS IN HER 2005 GMC ENVOY WHEN IT WAS HIT ON THE DRIVER'S TIRE, AND WAS DRIVEN INTO A CONCRETE POWER POLE AT 40 MPH HEAD ON. THE POWER LINES WERE KNOCKED DOWN. DRIVER'S SIDE AIR BAG NEVER DEPLOYED, AND HER HEAD HIT THE STEERING, CAUSING A BUMP ON THE HEAD, A BLACK EYE AND A CUT LIP.*AK
10119967	GMC	ENVOY	2005	2005-04-22	SEVERE CAR CRASH WITH MY LEASED 2005 GMC ENVOY. MUCH SIDE AND FRONT DAMAGE OCCURED, BUT AIR BAGS DID NOT DEPLOY. GMC WILL BE SENDING SOMEONE FROM THE PROTECTION ALLEGATION DEPARTMENT TO PERFORM A DIAGNOSTIC TEST ON THE AIR BAGS WITHIN THE NEXT 14 DAYS. THE ACCIDENT OCCURED ON 4/22/05. I DO NOT WANT THE VEHICLE REPAIRED AND GIVEN BACK TO ME FOR THE FOLLOWING 2 REASONS: THE VEHICLE INCURRED (IN MY OPINION, POLICE REPORT, ALLSTATE INSURANCE CO., STERLING AUTO BODY REPAI SHOP) ETC ... EXTENSIVE DAMAGE. THE 2ND REASON IS THE AIRBAGS, AS STATED, DID NOT DEPLOY. IF ANYONE WERE TO BE SEATED IN THE PASSENGER SEAT, THEY WOULD HAVE BEEN SERIOUSLY HURT. I HAVE READILY AT MY DISPOSAL ANY AND ALL ADDITIONAL INFO. WHICH I WILL GLADLY SUBMIT WHEN NECESSARY.

10183935	GMC	ENVOY	2005	2007-02-13	TL* - THE CONTACT OWNS A 2005 GMS ENVOY. IN MID FEBRUARY 2007 THE CONTACT'S VEHICLE WAS INVOLVED IN A HEAD ON COLLISION WHILE DRIVING AT 35 MPH. THE CONTACT DROVE INTO A TREE DUE TO ICY ROAD CONDITIONS. NONE OF THE AIR BAGS DEPLOYED. THERE WERE NO PASSENGERS IN THE VEHICLE. THE CONTACT WAS WEARING A SEAT BELT. THERE WERE NO WARNING INDICATOR LIGHTS ON THE DASHBOARD BEFORE OR AFTER THE CRASH. THE VEHICLE WAS TOWED TO A THE DEALER, AND THE INSURANCE COMPANY ADVISED THE CONTACT THAT THE VEHICLE WAS TOTALED. THE CONTACT HAD REQUESTED THAT THE MANUFACTURER ISSUE A COMPUTER READ OUT INDICATING WHY THE AIR BAGS DIDN'T DEPLOY. THE DEALER SENT THE CONTACT PRIOR TO THE COLLISION A DIAGNOSTIC EMAIL STATING THE VEHICLE WAS OPERATING NORMALLY. A POLICE REPORT WAS TAKEN. THE CURRENT AND FAILURE MILEAGE WERE BOTH 25000.*AK
10257735	GMC	ENVOY	2005	2009-01-28	TL*THE CONTACT OWNS A 2005 GMC ENVOY. THE CONTACT WAS INVOLVED IN A HEAD-ON CRASH. THE CONTACT WAS SEVERELY INJURED AND THE ENTIRE FRONT END OF THE VEHICLE WAS CRUSHED. ALL FOUR TIRES BLEW OUT AND THE FRONTAL AIR BAGS FAILED TO DEPLOY. THERE WERE NO OTHER PASSENGERS IN THE VEHICLE AND NO MAINTENANCE WAS PERFORMED ON THE VEHICLE PRIOR TO THE CRASH. THE VEHICLE WAS DESTROYED AND TOWED FROM THE SCENE. A POLICE REPORT WAS FILED. THE MILEAGES, SPEED, AND VIN WERE UNKNOWN.
10463248	GMC	ENVOY	2005	2011-07-15	TL* THE CONTACT OWNED A 2005 GMC ENVOY. THE CONTACT STATED WHILE DRIVING 55 MPH, HE CRASHED INTO A TREE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED MINOR TISSUE DAMAGE ON THE UPPER BODY FROM THE IMPACT. THE VEHICLE WAS TOWED TO A REPAIR SHOP, WHERE IT WAS DECLARED DESTROYED. A POLICE REPORT WAS FILED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE; HOWEVER, THEY PROVIDED NO ASSISTANCE. THE CURRENT AND FAILURE MILEAGE WERE UNAVAILABLE. UPDATED 09/24/2012 *JS THE CONSUMER STATED THE ACCIDENT WAS INITIATED BY A VEHICLE GOING WEST BOUND THAT CROSSED THE SOLID DOUBLE LINES, ULTIMATELY CAUSING A DOMINO EFFECT. THE CONSUMER'S VEHICLE WAS DAMAGED WHEN HE TRIED TO AVOID HITTING THE VEHICLE BY SWERVING SIDEWAYS AND SLIDING INTO THE GRASS. HE TRIED STOPPING THE VEHICLE WHILE IT WAS STILL ON THE PAVEMENT BUT HE INEVITABLY RAN INTO THE DITCH AND FLEW AIRBORNE INTO A TREE, AND THE TRUCK OVERTURNED. UPDATED 03/25/14 UPDATED 01//22/15. *JB.....UPDATED 03/17/16 *BF UPDATED 09/06/16.*JB UPDATED 09/18/2017*JS *JS
10503799	GMC	ENVOY	2005	2013-03-15	THE ACCIDENT HAPPENED ON 2-15-2013 ON PENNSYLVANIA AVENUE SE DURING RUSH HOUR THE OTHER CAR DID NOT YIELD TO ONGOING TRAFFIC ON PENNSYLVANIA AVENUE AND DODGED OUT FROM A SIDE STREET AND HIT MY VEHICLE ON THE FRONT SIDE AND MY SON WHO IS 13 HEAD HIT THE DASHBOARD AND MY DAUGHTERS DOG FLEW FROM THE BACK SEAT UP TO THE FRONT. THE OTHER VEHICLE AIRBAG DID DEPLOY BUT MINES DID NOT. *TR
10607728	GMC	ENVOY	2005	2008-03-16	SINGLE CAR ACCIDENT WITH CAR RUNNING OFF ROAD RAN INTO DITCH, OVERTURNED AND HITTING PHONE POLE. AIRBAG DID NOT DEPLOY. QUESTIONABLE SEAT BELT ISSUES. *TR
10632374	GMC	ENVOY	2005	2011-09-16	ON SEPTEMBER 16TH, 2011, I WAS INVOLVED IN AN AUTO ACCIDENT THAT WAS A HEAD ON CRASH. THE AIR BAGS NEVER DEPLOYED AND I SUSTAINED BACK INJURIES. ON SITE OF THE ACCIDENT MY BACK WAS HURTING SOME BUT DID NOT GO TO HOSPITAL UNTIL LATER THAT EVENING, AFTER THE ADRENALIN AND THE SHOCK WORE OFF. I NOW HAVE SEVER BACK PROBLEMS WITH A LOT OF PAIN AND WAS DECLARED DISABLED IN 2012. AT THE TIME OF DOING RESEARCH I WAS TOLD BY ON-STAR, WHICH NEVER CAME ON, THAT IF MY AIR BAGS DIDN'T DEPLOY THEY WOULDN'T COME ON.. BUT, THE FRAME WAS BENT SO BAD THAT THEY TOTALED THE VEHICLE, WITH A LOT OF OTHER DAMAGE. THE WHOLE FRONT WAS DAMAGED, THE BUMPER WAS DESTROYED ALONG WITH DAMAGE TO THE MOTOR. AND WE COULD NOT UNDERSTAND WHY THE AIR BAGS DID NOT DEPLOY. *TR
10908300	GMC	ENVOY	2005	2016-08-22	I HAD THREE CARS IN FRONT OF ME STOPPED. I DID NOT SEE ANY BREAKL LIGHTS AND I HIT THE CAR IN FRONT OF ME PUSHING THE OTHER CARS TO HIT EACH OTHER. MY FRONT END OF MY CAR WAS SEVERELY DAMAGED BAD ENOUGH TO DAMAGE THE RADIATOR AND DESTROY MY AC UNIT. I'M NOT SURE WHAT ELSE WAS DAMAGED. IT SENT THE PERSON IN FRONT OF ME AND MYSELF TO THE EMERGENCY ROOM. " MY AIR BAGS DID NOT DEPLOY ". MY VEHICLE WAS MOVING ON A CITY STREET.

10370915	ISUZU	ASCENDER	2005	2010-12-10	I WAS DRIVING EAST ON INTERSTATE 10 IN PENSACOLA, FLORIDA. A VEHICLE TRAVELING WEST LOST CONTROL AND CAME ACROSS THE SLOPED GRASSY MEDIAN, OVERTURNED AND SLID ACROSS MY TRAFFIC LANE, CAUSING ME TO CRASH INTO THEIR ROOF. MY ODOMETER SAYS AT THE POINT OF IMPACT I WAS ONLY TRAVELING 48 MPH. ONCE I REALIZED I WAS ALIVE, I WAS IN AWE THAT THE AIRBAG DID NOT DEPLOY. I SPOKE TO A MANAGER AT ISUZU IN CALIFORNIA. HE REQUESTED THE VIN NUMBER AND SOME OTHER PERSONAL INFORMATION AND SAID IF THE INSURANCE COMPANY ADJUSTER SAW ANY MANUFACTURER DEFECTS, THEN THE INSURANCE COMPANY WOULD CONTACT ISUZU. I ALSO CONTACTED MY INSURANCE PROVIDER, THEY SAID SINCE I WAS NOT KILLED IN THE ACCIDENT, THEY WOULD NOT PURSUE ANYTHING WITH ISUZU. I THOUGHT SOMEONE SHOULD KNOW BECAUSE I WAS PINNED IN THE VEHICLE AND HAD TO BE CUT OUT. THE TOW TRUCK DRIVER ALSO MENTIONED SOMETHING ABOUT THE STEERING COLUMN HAD MALFUNCTIONED, NOT SURE WHAT THE MALFUNCTION WAS, BUT IT DID NOT DO WHAT IT WAS DESIGNED TO DO FOR SAFETY PURPOSES. I SUSTAINED A FRACTURED RIGHT FOOT, BRUISED LUNGS/RIBS, NUMEROUS LACERATIONS, BRUISED LEFT KNEE AND LEFT ELBOW. *TR
10449350	ISUZU	ASCENDER	2005	2012-02-20	WE HAD A CAR ACCIDENT AND THE AIRBAGS DIDN'T ACTIVATE...THE IMPACT WAS VERY HARD THAT THE INSURANCE COMPANY DECIDED TO TOTAL THE CAR BECAUSE THE DAMAGE WAS TO BIG...I AM PREGNANT AND I HAVE 2 MORE KIDS, AND I'M SO DISAPPOINTED WITH THIS EXPERIENCE THAT SOMETHING COULD HAPPENED TO ME OR MY KIDS IF WE WERE IN THE ACCIDENT. *TR
10228093	BUICK	RAINIER	2004	2008-03-20	MY FIANCE WAS IN ACCIDENT WITH MY SUV AND THE AIR BAG DIDN'T DEPLOY CAN I SUE THE COMPANY WHO SOLD ME THE VEHICLE? *TR
10266690	BUICK	RAINIER	2004	2009-04-05	WHILE TRAVELING AT A SPEED OF APPROX 50-55 ON A INTERSTATE, I WAS REARED ENDED BY A AUTO, MY AUTO WAS STRUCK THEN SHOVELD INTO A CEMENT WALL BLOCK AND THEN BOUNCED INTO ON COMING TRAFFIC TO THE OTHER CEMENT WALL BLOCK ON THE OPPOSITE SITE WHILE TRYING TO STOP, I WAS WEARING A SEAT BELT, THE VEHICLE'S AIR BAGS DIDN'T GO OFF AT ALL IN THE VEHICLE. A HEAD INJURY OCCURRED, NECK AND SHOULDER INJURIES OCCURRED. THE AUTO WAS A TOTAL LOSS! *TR
10638828	BUICK	RAINIER	2004	2012-11-17	A PERSON RAN TWO STOP SIGNS AND ENTERED VEHICLE PATH. THE TWO VEHICLES HIT HEAD ON AND THIS VEHICLE MADE IMPACT AT 40 MPH AFTER IT DECELERATED FROM 43 MPH. THE TWO VEHICLE HIT HEAD ON WITH NEAR PERFECT EVEN IMPACT, BASED UPON THIRD PARTY VISUAL DESCRIPTION OF THE FRONT END OF THE VEHICLES DAMAGE. THE VEHICLE DECELERATED AT A MAX SDM RECORDED VELOCITY CHANGE RATE OF -14.07 (MPH) AND A ALGORITHM ENABLED TO MAXIMUM SDM RECORDED VELOCITY CHANGE OF 127.5 MSEC. DRIVER OF THE VEHICLE HIT THE STEERING WHEEL WITH HEAD KNOCKING THE PERSON OUT. AIRBAGS DID NOT DEPLOY. ONSTAR WAS NOT NOTIFIED THAT THERE WAS AN ACCIDENT. COMPUTER SHOWS THE SEATBELT WAS WORN BY DRIVER. WHEN THE ONSTAR WAS MANUALLY ACTIVATED BY THE DRIVER WHEN HE CAME TOO, THE GPS SHOWED THE VEHICLE FURTHER NORTH UP THE ROAD CAUSING INCORRECT POLICE DIVISION BEING CALLED. VEHICLE WAS GOING UP HILL WHEN THE ACCIDENT OCCURRED. OTHER VEHICLE WAS GOING DOWNHILL. THE OTHER VEHICLE WAS A SUBARU. VEHICLE COMPUTER DATA WAS RETRIEVED BY A BOSCH CRASH DATA RETRIEVAL TOOL USING VERSION 8.0 SOFTWARE. I HAVE A COPY OF THIS DATA. GM REPORTS THAT THE COMPUTER WAS CORRECT NOT TO DEPLOY AIRBAGS AND NOT CALL FOR HELP USING ONSTAR. THE VEHICLE HAD A SOFTWARE MODIFICATION DUE TO A FAULT WITH THE FAN SPEED CALIBRATION SETTING OFF A WARNING LIGHT. WE HAD COMPLAINED THAT THINGS WERE NEVER CORRECT AFTER THIS MODIFICATION OF THE SOFTWARE AND TOOK THE VEHICLE TO TWO DIFFERENT DEALERSHIPS COMPLAINING THAT COMPUTERS WERE DOING STRANGE THINGS AFTER THIS FIRMWARE MODIFICATION. VEHICLE VIN: [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR

10638830	BUICK	RAINIER	2004	2012-11-17	<p>A PERSON RAN TWO STOP SIGNS AND ENTERED VEHICLE PATH. THE TWO VEHICLES HIT HEAD ON AND THIS VEHICLE MADE IMPACT AT 40 MPH AFTER IT DECELERATED FROM 43 MPH. THE TWO VEHICLE HIT HEAD ON WITH NEAR PERFECT EVEN IMPACT, BASED UPON THIRD PARTY VISUAL DESCRIPTION OF THE FRONT END OF THE VEHICLES DAMAGE. THE VEHICLE DECELERATED AT A MAX SDM RECORDED VELOCITY CHANGE RATE OF -14.07 (MPH) AND A ALGORITHM ENABLED TO MAXIMUM SDM RECORDED VELOCITY CHANGE OF 127.5 MSEC. DRIVER OF THE VEHICLE HIT THE STEERING WHEEL WITH HEAD KNOCKING THE PERSON OUT. AIRBAGS DID NOT DEPLOY. ONSTAR WAS NOT NOTIFIED THAT THERE WAS AN ACCIDENT. COMPUTER SHOWS THE SEATBELT WAS WORN BY DRIVER. WHEN THE ONSTAR WAS MANUALLY ACTIVATED BY THE DRIVER WHEN HE CAME TOO, THE GPS SHOWED THE VEHICLE FURTHER NORTH UP THE ROAD CAUSING INCORRECT POLICE DIVISION BEING CALLED. VEHICLE WAS GOING UP HILL WHEN THE ACCIDENT OCCURRED. OTHER VEHICLE WAS GOING DOWNHILL. THE OTHER VEHICLE WAS A SUBARU. VEHICLE COMPUTER DATA WAS RETRIEVED BY A BOSCH CRASH DATA RETRIEVAL TOOL USING VERSION 8.0 SOFTWARE. I HAVE A COPY OF THIS DATA. GM REPORTS THAT THE COMPUTER WAS CORRECT NOT TO DEPLOY AIRBAGS AND NOT CALL FOR HELP USING ONSTAR. THE VEHICLE HAD A SOFTWARE MODIFICATION DUE TO A FAULT WITH THE FAN SPEED CALIBRATION SETTING OFF A WARNING LIGHT. WE HAD COMPLAINED THAT THINGS WERE NEVER CORRECT AFTER THIS MODIFICATION OF THE SOFTWARE AND TOOK THE VEHICLE TO TWO DIFFERENT DEALERSHIPS COMPLAINING THAT COMPUTERS WERE DOING STRANGE THINGS AFTER THIS FIRMWARE MODIFICATION. VEHICLE VIN: [XXX] INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR</p>
11099015	BUICK	RAINIER	2004	2016-04-29	<p>TL* THE CONTACT OWNED A 2004 BUICK RAINIER. WHILE DRIVING APPROXIMATELY 30 MPH IN THE RAIN, THE VEHICLE HYDROPLANED. THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED INTO A WALL. AS A RESULT, THE CONTACT WAS RENDERED UNCONSCIOUS AND TRANSPORTED TO THE HOSPITAL VIA AMBULANCE. THE CONTACTS HEAD STRUCK THE DRIVER'S SIDE WINDOW AND THE CONTACT REMAINED IN A COMA FOR SEVERAL MONTHS. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED INJURIES TO THE RIGHT SIDE OF THE HEAD, WHICH CAUSED WALKING COMPLICATIONS AND A LOSS OF FEELING IN THE RIGHT SIDE OF THE BODY. IN ADDITION, THE CONTACT SUFFERED A LOSS OF SIGHT IN THE RIGHT EYE DUE TO A CRUSHED SKULL. THE VEHICLE WAS TOWED TO A TOW LOT AND DEEMED DESTROYED. A DEALER WAS NOT MADE AWARE OF THE AIR BAG FAILURE. THE VEHICLE WAS NOT DIAGNOSED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS UNKNOWN.</p>
10125145	CADILLAC	ESCALADE	2004	2005-05-11	<p>INVOLVED IN A HORRIFIC AUTO ACCIDENT WITH OTHER VEHICLE. HIT IN FRONT PASSENGER & FRONT PART OF VEHICLE (BY RADIATOR AREA) AT HIGH SPEED. EST.SPEED APPROX. 45-55 MPH WITH NO SKID MARKS, OTHER VEHICLE STOPPED WHEN IT HIT US. NEW GM/ESCALADE-SUV/"04-WITH 11,000 MILES, BOUGHT NEW DECLARED TOTAL LOSS, WITH APPARENT SERIOUS FRAME DAMAGE/BENT 12 IN. AND FOUND STRESS CRK. SHOULD GIVE AN IDEA HIGH SPEED OTHER VEHICLE TRAVELING. 8-10 SECONDS FROM IMPACT, ONSTAR CAME ON AUTOMATICALLY, THEY RECD. EMERGENCY MESSAGE VIA SATELLITE, VEHICLE HAD BEEN IN A SERIOUS MVA AND AIR BAGS DEPLOYED. WE DIDN'T CALL ONSTAR THEY CALLED US. NEXT DAY WE CALLED ASKED HOW THEY KNEW WE WERE ACCIDENT. TOLD US DEPENDING ON THE SEVERITY, THEY GET CERTAIN SIGNALS, WHICH OURS HAD ADVISED OF SERIOUSNESS & AIRBAG DEPLOYMENT. UNBELIEVABLY, NONE OF OUR 4 AIRBAGS DEPLOYED. WE & HUNDREDS OF OUR FRIENDS ARE IN TOTAL DISBELIEF WHEN YOU SEE THE CONDITION VEIHICLE WAS LEFT IN & THAT 4 AIR BAGS DIDN'T DEPLOY. WE WERE INJURED BUT BY GRACE OF GOD INJURIES WERE NOT LIFE THREATENING. HEAD,UPPERANDLOWERBACK,NECK,LEGS,SHOULDER,HIPSAND ARMS EXTREMLEY SORE. HAS BEEN 33 DAYS SINCE THE ACCIDENT AND AM STILL FEELING PAINS & SERIOUS HEADACHES BUT ALIVE. HAVE DECIDED TO BECOME ADVOCATES AND REPORT ACCIDENT/INCIDENT TO POSSIBLY SAFE A PERSON(S) LIFE AND MAKE GENERAL MOTORS AWARE THAT THEY HAVE A POSSIBLE DEFECT IN THEIR AIR BAGS, LEADING TO MASSIVE RECALL AND POSSIBLY A CLASS ACTION LAW SUIT IF NOT FIXED. THIS IS A VERY SERIOUS MATTER. ANYTIME ANYONE IS HIT AT RATE OF SPEED THAT WE WERE, TO LEAVE BRAND NEW SUV ESCALADE A TOTAL LOSS/ 12 IN. BENT FRAME & STRESS CRACK & 4 AIR BAGS NOT DEPLOY - LEADS US TO BELIEVE OF A SERIOUS PROBLEM AND A SERIOUS ONE FOR GM/CADILLAC. CALL FOR FURTHER DETAILS (956) 533-0811 (956)358-5272. THANK YOU & GOD BLESS.</p>
10127916	CADILLAC	ESCALADE	2004	2005-05-11	<p>THE CONSUMER WAS INVOLVED IN AN A SERIOUS ACCIDENT AND THE AIR BAGS DID NOT DEPLOY. THERE WERE 2 INJURIES. *JB *SC</p>

10152700	CADILLAC	ESCALADE	2004	2005-07-16	ON JULY 16TH, 2005; I WAS INVOLVED IN A LIFE CHANGING, SINGLE VEHICLE AUTO ACCIDENT. I STRUCK A HILL WITH THE FRONT RIGHT SIDE OF THE VEHICLE WITH ENOUGH EXCESSIVE FORCE TO FLIP THIS CADILLAC ESCALADE HEAD FIRST. THE ESCALADE FLIPPED TWICE, IMPACTING THE FRONT OF THE VEHICLE AND LANDING UP SIDE DOWN. ASTONISHINGLY, OUT OF THE FOUR AIR BAGS IN THIS VEHICLE, NOT ONE OF THEM DEPLOYED. I PURCHASED THIS 2004 ESCALADE BRAND NEW AND AT THE TIME OF THE ACCIDENT IT ONLY HAD 15,000 MILES. THE VEHICLE IS A TOTAL LOSS AND IT IS UTTERLY UNBELIEVABLE THAT THE AIR BAGS DID NOT DEPLOY. I WAS SO IMPRESSED WITH THE RAVED REVIEWS, CONSUMER REPORTS INCLUDING SAFETY FEATURES, AND STYLISH BODY THAT THIS CADILLAC ESCALADE BECAME THE VEHICLE OF MY DREAMS. NEEDLESS TO SAY, I AM VERY DISAPPOINTED WITH MY CADILLAC EXPERIENCE. I DO NOT TRUST THIS VEHICLE ENOUGH TO GET INTO ANOTHER ONE. I KNOW THAT I AM ONLY HERE BECAUSE GOD DECIDED THE SPARE MY LIFE. AS A DIRECT RESULT OF THIS ACCIDENT I FREQUENTLY SUFFER SEVERE MIGRAINES, DIZZY SPELLS, BLURRED VISION, MEMORY LOSS, AND ANXIETY/PANIC ATTACKS ALL WHICH KEEP ME FROM SLEEPING. IT IS EXTREMELY DIFFICULT TO COMMUTE FROM DOCTORS APPOINTMENTS AND WORK FOR FEAR OF ANOTHER ACCIDENT. THE NEXT WEEK I HAD SEVERE CHEST, SHOULDER AND LOWER BACK PAINS; ALL OF WHICH I AM BEING TREATED FOR ON A REGULAR BASIS. I ALSO SEEK TREATMENT FROM A NEUROLOGIST FOR THE HEAD INJURY. I BELIEVE THAT THIS VEHICLE HAS A SERIOUS PROBLEM WITH THE AIR BAGS AND GM SHOULD STRONGLY CONSIDER INVESTIGATING THIS MATTER. *NM
10386829	CADILLAC	ESCALADE	2004	2010-02-10	TL* THE CONTACT OWNS A 2004 CADILLAC ESCALADE. WHILE DRIVING APPROXIMATELY 65-75 MPH, THE CONTACT FELL ASLEEP. THE VEHICLE DRIFTED OFF THE ROAD AND CRASHED INTO A BRIDGE BARRIER. THE CONTACT SUSTAINED A BROKEN WRIST AND FACIAL LACERATIONS. THE FRONT SEAT PASSENGER WAS AIR-LIFTED TO THE HOSPITAL AND SUSTAINED A BROKEN RIGHT LEG AND SEVERE FACIAL INJURIES. THE REAR SEAT PASSENGER SUSTAINED INJURIES TO THE SPINE. THE AIRBAGS FAILED TO DEPLOY WITH THE MASSIVE IMPACT. A POLICE REPORT WAS FILED AND THE VEHICLE WAS TOWED TO A COLLISION CENTER. UPDATED 10/14/11
10436436	CADILLAC	ESCALADE	2004	2011-11-01	I WAS IN AN MVA ON NOV. 1, 2011 THAT TOTALED MY 2004 ESCALADE. NONE OF THE AIRBAGS DEPLOYED, DESPITE DAMAGE TO ALL SIDES OF THE AUTOMOBILE, INCLUDING FRONT END IMPACT. THE CAR ACTUALLY ROLLED. THE FRAME WAS BENT AND THE FRONT HIT AN EMBANKMENT NOSE FIRST WITH GREAT IMPACT. I SUFFERED SEVERAL INJURIES, INCLUDING HEAD TRAUMA. *TR
10324984	CADILLAC	SRX	2004	2010-01-19	2004 CADILLAC SRX INVOLVED IN A FRONT END RASH ON JAN 19, 2010. SEVERE FRONT END CRASH HOWEVER AIRBAGS DID NOT DEPLOY. *TR
10638570	CADILLAC	SRX	2004	2014-09-17	TL* THE CONTACT OWNS A 2004 CADILLAC SRX. THE CONTACT STATED THAT A TIRE BLEW OUT CAUSING THE VEHICLE TO SPIN OUT OF CONTROL AND CRASH. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED AND ONE INJURY WAS REPORTED THAT DID NOT REQUIRE MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 120,000.
10245434	CHEVROLET	ASTRO	2004	2008-10-10	MY WIFE WAS DRIVING A 2004 CHEVY ASTRO VAN APPROX. 35-40 MPH ON A TWO-WAY STREET. ANOTHER DRIVER FROM THE OPPOSITE DIRECTION CUT ACROSS INTO HER LANE AND HAD A HEAD-ON COLLISION. SHE SUFFERED A BROKEN WRIST & BRUISED RIBS. SHE HAD THREE OF OUR CHILDREN IN THEIR SEATS. THEY WERE SHAKEN AND HAD SEATBELT BRUISES. THE VAN WAS NOT DRIVABLE AND WAS TOWED AWAY. THE POLICE & THE TOW DRIVER REPORTED THAT THE AIRBAGS DID NOT DEPLOY. WE HAVE SOME EXPECTATION THAT THE AIRBAGS WOULD HAVE SECONDARY ROLE TO MINIMIZE INJURIES. MY COMPLAINT THAT THE HARD COLLISION WAS SUFFICIENT TO DEPLOY SAFETY EQUIPMENT BUT DID NOT WORK AS DESIGNED. WAS THERE A RECALL FOR AIRBAG FAILURES FOR THIS MODEL OF VEHICLE? *TR
10057529	CHEVROLET	SILVERADO	2004	2004-01-27	WHILE DRIVING 40 MPH VEHICLE WAS INVOLVED IN A HEAD ON COLLISION. UPON IMPACT, DUAL AIR BAGS DID NOT DEPLOY. PASSENGER SUSTAINED INJURIES TO NECK, JAW, AND A BROKEN ARM. *AK *JB
10065268	CHEVROLET	SILVERADO	2004	2004-03-30	WHILE DRIVING 60 MPH DRIVER APPLIED THE BRAKES AND PEDAL WENT TO THE FLOOR. THIS CAUSED THE DRIVER TO LOSE CONTROL OF THE VEHICLE, AND HIT ANOTHER VEHICLE ON THE PASSENGER SIDE. UPON IMPACT, BOTH AIR BAGS DID NOT DEPLOY. THERE WERE NO INJURIES. *AK
10073357	CHEVROLET	SILVERADO	2004	2004-05-10	THE CONSUMER STATED THE FRONTAL AIR BAGS DID NOT DEPLOY DURING AN ACCIDENT. THERE WERE NO INJURIES. THE DRIVER HAD THE VEHICLE TOWED TO A BODY SHOP. *JB WHILE TRAVELING AT 30 MPH AND APPROACHING AN INTERSECTION, A SECOND VEHICLE ENTERED ON THE CONSUMER'S LEFT HAND SIDE, THERE WAS NO TIME TO REACT, THE CONSUMER STRUCK THE SECOND VEHICLE ON IT'S RIGHT SIDE. THE DRIVERS SIDE AIR BAG DID NOT DEPLOY. *SC *JB
10083968	CHEVROLET	SILVERADO	2004	2004-06-19	WHILE DRIVING AT 35 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A FRONTAL COLLISION. UPON IMPACT, NONE OF THE FRONTAL AIRBAGS DEPLOYED. DRIVER SUSTAINED MINOR BRUISES TO THEIR CHEST FROM THE SEAT BELT, AND THE FRONT PASSENGER SUSTAINED A BRUISED KNEE. THIS COLLISION RESULTED IN \$800.00 FRONTAL DAMAGE. *AK

10086614	CHEVROLET	SILVERADO	2004	2004-08-06	2001 CHEVROLET PICKUP INVOLVED IN A CRASH WITH A TREE AND AIR BAG DID NOT DEPLOY. DRIVE SUSTAINED SEVERE INJURY TO MOUTH BY HITTING STEERING WHEEL, DISPLACING FIVE LOWER FRONT TEETH CAUSING EXTENSIVE PAIN HAVING TEETH REPOSITIONED. *JB
10105126	CHEVROLET	SILVERADO	2004	2004-12-10	WHILE DRIVING 60 MPH VEHICLE HYDROPLANED, LOST CONTROL, AND CRASHED INTO A BUILDING HEAD ON . UPON IMPACT, DRIVER'S SIDE AIR BAG DID NOT DEPLOY, AND PASSENGER'S SIDE AIR BAG WAS DEACTIVATED. NO INJURIES REPORTED. *AK
10117538	CHEVROLET	SILVERADO	2004	2005-04-01	CONSUMER'S VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH AN OAK TREE AT 5 MPH. UPON IMPACT, NEITHER FRONTAL AIR BAG DEPLOYED. ALTHOUGH CONSUMER WAS PROPERLY RESTRAINED THE CRASH PUSHED THE ENGINE THROUGH THE FIREWALL AGAINST THE PASSENGER'S SEAT. DRIVER SUSTAINED INJURIES, AND AN AMBULANCE TRANSPORTED THE DRIVER TO THE LOCAL HOSPITAL. *AK
10134302	CHEVROLET	SILVERADO	2004	2005-08-23	DT: 2004 CHEVROLET SILVERADO. THE CONSUMER WAS IN AN ACCIDENT ON AUGUST 23, 2005. WHILE DRIVING 40 MPH. A DEER CAME ONTO THE ROAD, CONSUMER'S VEHICLE SWERVED TO AVOID IT, AND WENT INTO RAVINE. TOOK OUT TWO TREES. THIS DAMAGED THE FRONT END OF THE VEHICLE. UPON IMPACT, THE AIRBAGS DID NOT DEPLOY. THE VEHICLE WAS DRIVEN HOME, AND IS CURRENTLY AT THE AUTO BODY SHOP. THERE HAS BEEN NO DETERMINATION AS TO WHY THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT TAKEN. THE CONSUMER SUSTAINED INJURIES. SHE BRUISED THE CHEST, AND SHE HAD A BULGING DISC I NECK NEAR SPINAL CORD. *AK
10134631	CHEVROLET	SILVERADO	2004	2005-08-28	DT: THE CONTACT OWNS A 2004 CHEVROLET SILVERADO. THE CONTACT'S VEHICLE WAS INVOLVED IN A FRONT END COLLISION WHILE TRAVELING 65 MPH ON AUGUST 28, 2005. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THERE WERE NO WARNING LIGHTS ON INDICATING THERE WAS A PROBLEM WITH THE AIR BAG SYSTEM. THE CONTACT STATED ANOTHER VEHICLE LOST CONTROL OF AND HIT THE SIDE OF CONTACT'S VEHICLE, CAUSING IT TO HIT THE CENTER MEDIAN. THE CONSUMER CONTACTED THE DEALERSHIP AND THE MANUFACTURER. *AK
10141161	CHEVROLET	SILVERADO	2004	2005-10-25	DT: THE CONTACT STATED THE COMPANY TRUCK THAT HE DROVE WAS INVOLVED IN AN ACCIDENT. UPON IMPACT, THE AIRBAGS DID NOT DEPLOY. THE ENTIRE FRONT END OF THE VEHICLE WAS DESTROYED. THE CONTACT SUSTAINED INJURIES. HE BRUISED HIS CHEST, SHIN AND TORE THE TENDON IN HIS ANKLE. THERE HAD BEEN NO ACCIDENTS IN THIS VEHICLE PRIOR TO THIS. A POLICE REPORT WAS TAKEN AT THE SCENE. *AK
10149082	CHEVROLET	SILVERADO	2004	2006-01-10	ON JAN. 10 OF 2006 I LOST CONTROL OF MY 2004 CHEVY SILVERADO WHILE I WAS DRIVING ON ICY ROAD. I HIT A CONCRETE DIVIDER HEAD ON. MY CONCERN IS THAT THE AIR BAG NEVER DEPLOYED EVEN THOUGH THE DAMAGE TO THE TRUCK WAS QUITE BIG. I WAS GIVEN A ESTIMATE OF \$9820 OF DAMAGE BECAUSE THEY HAVE TO REPLACE THE BODY FRAME. EVEN WITH ALL THIS DAMAGE MY AIRBAG NEVER DEPLOYED. *NM
10153763	CHEVROLET	SILVERADO	2004	2006-03-20	WHILE DRIVING ON SLICK ROADS MY TRUCK WENT OFF THE ROAD, DOWN A HILL AND CRASHED INTO AN EMBANKMENT. THE ENTIRE FRONT END WAS SEVERELY DAMAGED. THE FRAME WAS BENT, THE BUMPER WAS WRAPPED UP UNDER THE FENDER, GRILL GUARD PUSHED INTO THE RADIATOR. UPON IMPACT NEITHER OF THE AIRBAGS DEPLOYED. MY FACE SLAMMED INTO THE STEERING WHEEL BREAKING MY NOSE. TRUCK SALVAGED. *JB
10155380	CHEVROLET	SILVERADO	2004	2006-02-19	I HAD AN ACCIDENT IN MY 2004 CHEVY TRUCK AT A SPEED OF APPROX 80 MPH HEAD ON IMPACT. THE TRUCK WAS TOTALED BUT MY AIR BAGS DIDN'T WORK. I MADE A COMPLAINT TO GMAC, THEY HAD AN INVESTIGATION AND ACCORDING TO THEM THERE WAS NOTHING WRONG WITH THE AIR BAGS. I FIND THAT HARD TO BELIEVE WITH THAT KIND OF IMPACT, THIS IS A SAFETY ISSUE AND I HAVE 2001 CHEVY SUBURBAN THAT MY WIFE DRIVES WITH MY CHILDREN. CAN YOU PLEASE LOOK INTO THIS BECAUSE I WOULD LIKE TO KNOW GMAC IS NOT TAKEN RESPONSIBILITY FOR THE AIR BAG FAILURE. THANK GOD I WAS WEARING MY SEAT BELT , BECAUSE IT WAS THE ONLY THING THAT SAVED MY LIFE. *NM
10156562	CHEVROLET	SILVERADO	2004	2004-09-04	DT*: THE CONTACT STATED WHILE STOPPED AT A STOP SIGN, THE VEHICLE WAS HIT ON THE DRIVER'S SIDE FRONT END. THE AIR BAGS DID NOT DEPLOY. SEAT BELTS WERE IN USE HOWEVER BACK AND NECK INJURIES WERE SUSTAINED. THE IMPACT WAS SO SEVERE; BOTH PASSENGER TIRES CAME OFF THE RIMS AND DUG INTO THE PAVEMENT. THE POLICE WERE ON SCENE AND A REPORT WAS FILED. THE VEHICLE WAS TOWED TO DEALER, UPON INSPECTION NO DETERMINATION COULD BE MADE WHY THE AIR BAGS DID NOT DEPLOY. THE MANUFACTURER WAS ALERTED. UPDATED 05/16/06. *JB
10202240	CHEVROLET	SILVERADO	2004	2006-02-08	I WAS DRIVING UP TP A STOP LIGHT WHEN THE LIGHT TURNED RED THERE WAS A CAR IN FRONT OF ME THAT HAD STOPPED, I REALIZED I DIDN'T HAVE A LOT OF ROOM BUT THOUGHT IT WOULD BE ENOUGH TO STOP. I PUT THE PEDAL TO THE FLOOR AND STILL HIT THEM TWO PEOPLE WERE INJURED. *TR THEN ON 9/8/07 AND A DEER RAN OUT IIN FRONT OF ME, AGAIN MY FOOT TO THE FLOOR I HIT THE DEER. 1ST I WAS SUPRISED THAT MY AIR BAGS DIDN'T DEPLOY (REALLY TORE UP THE FRONT OF THE TRUCK) AND 2ND I SHOULD OF BEEN ABLE TO SLOW DOWN IN TIME. AFTER READING ALL OF THE ISSUES WITH THE BRAKES ON CHEVYS AND NO ONE IS DOING ANYTHING ABOUT IT, I THINK ITS TIME TO LOOK FOR A DIFFERENT CAR COMPANY.

10238395	CHEVROLET	SILVERADO	2004	2008-01-22	TL*THE CONTACT OWNS A 2004 CHEVROLET SILVERADO. WHILE DRIVING APPROXIMATELY 58 MPH, THE CONTACT SLID ON A PATCH OF ICE AND LOST CONTROL OF THE VEHICLE. THE VEHICLE RAN OFF THE ROAD AND CRASHED INTO A TELEPHONE POLL ON THE PASSENGER SIDE. THE VEHICLE STOPPED WHEN IT CRASHED INTO A FROZEN EMBANKMENT. UPON IMPACT, THE FRONT AIR BAGS FAILED TO DEPLOY EVEN THOUGH THE CONTACT MADE IMPACT WITH THE STEERING WHEEL. THE CONTACT WAS INJURED. THE VEHICLE WAS COMPLETELY DESTROYED AND A POLICE REPORT WAS FILED. THE CONTACT FILED A COMPLAINT WITH THE MANUFACTURER, BUT THE COMPLAINT WAS DENIED. THE MANUFACTURER WAS UNABLE TO DIAGNOSE THE VEHICLE; HOWEVER, AFTER INSPECTION OF THE VEHICLE, THE MANUFACTURER CONFIRMED THAT THE AIR BAGS WERE ENABLED AT THE TIME OF IMPACT. THEY DID NOT GIVE AN EXPLANATION FOR THE DEPLOYMENT FAILURE. THE VIN WAS UNKNOWN. THE FAILURE AND CURRENT MILEAGES WERE 180,000. UPDATED 09/03/08 *BF UPDATED 09/04/08. *JB
10115547	CHEVROLET	SUBURBAN	2004	2004-08-03	THE CONSUMER WAS INVOLVED IN AN ACCIDENT IN HIS 2004 CHEVROLET SUBURBAN IN WHICH THE AIR BAGS DID NOT DEPLOY. AN OCCUPANT IN THE VEHICLE WAS INJURED WHEN THE AIR BAGS DID NOT DEPLOY. *NM *SC *JB
10125146	CHEVROLET	SUBURBAN	2004	2005-06-10	DT: VEHICLE WAS GOING ABOUT 35-40 MPH AND THE SIDE AND FRONT AIR BAGS DID NOT DEPLOY DURING AN ACCIDENT. *AK
10200729	CHEVROLET	TAHOE	2004	2007-08-09	I WAS INVOLVED IN A HEAD ON COLLISION WITH 2 OTHER VEHICLES, AT 45 TO 50 MPH, AND MY AIR BAGS FAILED TO DEPLOY. *TR
10409000	CHEVROLET	TAHOE	2004	2011-06-16	2004 CHEVROLET TAHOE, AFTER BEING INVOLVED IN AN ACCIDENT WITH SEVERE IMPACT TO BOTH FRONT CORNERS AND BUMPER, HARD IMPACT COLLISION, AND AFTER FLIPPING THREE TIMES, BOTH FRONT AIR BAGS DID NOT DEPLOY. SEVERE DRIVER INJURY AS A RESULT OF THE AIRBAG FAILURE. *TR
10836861	CHEVROLET	TAHOE	2004	2015-02-09	MY HUSBAND AND I WAS INVOLVED IN AN ACCIDENT AND THE AIR BAGS DID NOT DEPLOY WE WERE HIT AT 55 MPH
10314549	CHEVROLET	TRACKER	2004	2010-02-04	MYSELF AND 2 DAUGHTERS WERE IN A HEAD ON WRECK 2/04/2010 WHEN A GUY PULLED OUT IN FRONT OF US, NEITHER OF THE AIRBAGS DEPLOYED. MY DAUGHTER HIT THE WINDSHIELD AND I HIT THE STEERING WHEEL AND DASH. THE PREGNANT ONE WAS THANKFULLY IN THE BACK SEAT. *TR
10567426	CHEVROLET	TRACKER	2004	2014-02-23	TL* THE CONTACT OWNS A 2004 CHEVROLET TRACKER. THE CONTACT STATED THAT WHILE DRIVING IN THE SNOW, SHE LOST CONTROL OF THE VEHICLE AND CRASHED THE FRONT OF END INTO AN EMBANKMENT. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUFFERED CONTUSIONS AND BRUISING TO THE TORSO REGION. A POLICE REPORT WAS TAKEN. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS APPROXIMATELY 20,000. UPDATED 04/22/14*LJ THE CONSUMER STATED SHE HIT A PATCH OF ICE WHILE DRIVING, SHE VEERED OFF THE HIGHWAY LOST CONTROL OF THE VEHICLE, AND FLIPPED OVER 3 TIMES. UPDATE 04/24/14
10083860	CHEVROLET	TRAILBLAZER	2004	2004-07-16	WHILE DRIVING AT 70 MPH DRIVER SWERVED TO LEFT TO AVOID HITTING A MOTORIST. WHEN THE DRIVER ATTEMPTED TO STRAIGHTEN BACK THE STEERING WHEEL BY TURNING IT TO THE RIGHT IT OVERCORRECTED SEVERELY. THIS RESULTED IN THE DRIVER LOSING CONTROL OF THE VEHICLE AND CRASHING INTO A TREE. UPONIMPACT, AIR BAGS DID NOT DEPLOY. DRIVER DIED, AND FRONT PASSENGER SUSTAINED A BROKEN NECK, SEVERE LACERATION TO THEIR SCULL, AND BRUISES. THE PASSENGER IN THE REAR SUSTAINED A BROKEN ANGLE , A DISLOCATED HIP, AND TWO BROKEN RIBS. *AK
10087212	CHEVROLET	TRAILBLAZER	2004	2004-08-03	WHILE DRIVING 45 MPH CONSUMER'S VEHICLE COLLIDED INTO ANOTHER VEHICLE. UPON IMPACT, BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. VEHICLE WAS TOWED TO A GARAGE. *AK THE CONSUMER SUSTAINED A HAIR LINE FRACTURE IN THE CHEST AREA. *NM
10094926	CHEVROLET	TRAILBLAZER	2004	2004-10-03	AT APPROXIMATELY 45 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A COLLISION, STRIKING A BARRIER HEAD ON. UPON IMPACT, AIR BAGS DID NOT DEPLOY.*AK
10100282	CHEVROLET	TRAILBLAZER	2004	2004-10-29	I WAS GOING BETWEEN 25 AND 35 MPH I SWERVED TO AVOID A VEHICLE BACKING UP THAT HAD MISSED A TURN. I TRIED TO STREER BACK AND LOST CONTROL HITTING A TELEPHONE POLE HEAD ON. AIRBAGS DID NOT DEPLOY NEITHER DID ONSTAR. TO THIS POINT NOTHING HAS BEEN DONE TO REPAIR THE FAILURE AS FOR MY DAD'S TRAILBLAZER THATS A WORK IN PROGRESS. *AK
10103148	CHEVROLET	TRAILBLAZER	2004	2004-11-24	CONSUMER WAS DRIVING 60 MPH AND LOST CONTROL, HITTING A UTILITY POLE. UPON IMPACT, THE AIRBAGS FAILED TO DEPLOY. VEHICLE WAS TOTALED. *AK
10106552	CHEVROLET	TRAILBLAZER	2004	2004-12-29	I WAS DRIVING A CHEVY TRAILBLAZER RENTED FROM HERTZ ON DECEMBER 29, 2004. ON HIGHWAY 285 NEAR MILE MARKER 189.5, I ENCOUNTERED BLACK ICE ON A CURVE. THE VEHICLE STARTED A 4-WHEEL DRIFT INTO THE ONCOMING LANE. I ATTEMPTED TO AVOID COLLIDING WITH ANOTHER VEHICLE THAT HAD SPUN OUT. THE ABS DID NOT WORK. THERE WAS NO STABILITY CONTROL. I STRUCK AN EMBANKMENT AND THE VEHICLE FLIPPED OVER. ALTHOUGH THERE WAS BOTH FRONTAL AND SIDE IMPACT, NO AIRBAGS DEPLOYED. IT IS MY BELIEF THAT THE CHEVY TRAILBLAZER IS INHERENTLY UNSAFE. THERE IS NO WAY THIS VEHICLE SHOULD HAVE ROLLED OVER AT THE SPEED AT WHICH I WAS DRIVING. *NM
10123920	CHEVROLET	TRAILBLAZER	2004	2005-05-30	OTHER VEHICLE FAILED TO YIELD FROM A YIELD SIGN. FRONT OF TRAILBLAZER STRUCK RIGHT SIDE REAR OF OTHER VEHICLE. IMPACT DAMAGED CROSS BAR ON FRAME PUSHING RADIATOR INTO MOTOR. DRIVER AND PASSENGER AIR BAG FAILED TO DEPLOY. ESTIMATED IMPACT SPEED 45-50

10135169	CHEVROLET	TRAILBLAZER	2004	2005-01-19	MY DAUGHTER WAS DRIVING MY 2004 TRAILBLAZER ON AN ICY, SLIPPERY ROAD AT 25 -30 MILES PER HOUR, (THE SPEED LIMIT IS 30, IT WAS THE STREET WE LIVE ON) WHEN SHE LOST CONTROL, HIT A TREE AND TOTALED (\$22,000.00) THE VEHICLE. THE OFFICER AND I WALKED THE PATH IN THE STREET AND COULD NOT FIND ANY SIGNS OF SKIDDING OR BRAKING, THEREFORE LEADING ME TO BELIEVE NOW THAT THERE WAS A BRAKING FAILURE. UP UNTIL NOW, WHEN I HEARD ABOUT THE BRAKES FAILING DO TO CORROSION FROM ROAD SALT, I ALWAYS THOUGHT IT WAS JUST AN ACCIDENT IN POOR ROAD CONDITIONS. WHEN I FIRST READ THE REPORT OF THE INVESTIGATION I COULDN'T BELIEVE IT WAS THE SAME SCENARIO AS HER ACCIDENT. POOR ROAD CONDITIONS, THEREFORE POSSIBLE SALT BUILDUP, A SLOW SPEED AND INABILITY TO STOP. I AM SO GRATEFUL THAT SHE WALKED AWAY WITHOUT A SCRATCH, ALSO CONSIDERING THE AIR BAGS DID NOT DEPLOY, EVEN THOUGH THE FRONT END WAS TOTALED. I AM SURE THIS IS A PROBLEM THAT MUST BE IDENTIFIED FOR THOSE LIVING IN COLDER, NORTHERN STATES.
10154051	CHEVROLET	TRAILBLAZER	2004	2005-10-23	FOIA REQUEST ALL DOCUMENTS/INFO RELATIVE TO ANY RECALLS OR KNOWN DEFECTS OF THE AIR BAG SYSTEM IN THE 2004 CHEVROLET TRAILBLAZER. *TS ATTORNEY'S CLIENTS WERE SERIOUSLY INJURED WHEN THE VEHICLE THEY WERE OPERATING WAS INVOLVED IN A HIGH SPEED, FRONT END COLLISION. THE AIR BAG SYSTEM DID NOT DEPLOY AT THE TIME OF IMPACT AND AS A RESULT THE THREE OCCUPANTS WERE INJURED. *NM ***NAR***
10158090	CHEVROLET	TRAILBLAZER	2004	2006-02-26	DT*: THE CONTACT STATED WHILE DRIVING 50 MPH THE VEHICLE WAS INVOLVED IN A HEAD ON COLLISION WITH ANOTHER VEHICLE. THE VEHICLE CONTINUED MOVING AND STOPPED BY COLLIDING WITH A STORE SIGN. THE AIR BAGS DID NOT DEPLOY AND SEAT BELTS WERE WORN. THERE WERE NO WARNING LIGHTS TO INDICATE THE AIR BAGS WOULD FAIL. THE CONTACT SUFFERED A KNEE INJURY. A POLICE REPORT WAS FILED AT THE SCENE. THE INSURANCE COMPANY DETERMINED THE VEHICLE WAS TOTALED DUE TO THE ACCIDENT. THE DEALER DOES NOT HAVE THE MEANS TO TEST FOR AIR BAG NON-DEPLOYMENT. UPDATED 1/24/2007 - *NM
10177618	CHEVROLET	TRAILBLAZER	2004	2006-12-01	TL* - THE CONTACT OWNS A 2005 CHEVROLET TRAIL BLAZER. DURING A SNOW STORM THE CONTACT'S VEHICLE WAS INVOLVED IN A HEAD ON COLLISION. THE CONTACT WAS DRIVING ON THE HIGHWAY AT 55 MPH, AND THE AIR BAGS DID NOT DEPLOY. THERE WERE NO WARNING INDICATOR LIGHTS. THE MANUFACTURER SENT AN INVESTIGATOR TO ACCESS THE DAMAGE, AND STATED THAT THERE WAS \$10,000 WORTH OF DAMAGE, AND THAT THE VEHICLE WAS ONLY TRAVELING 8 MPH. *AK
10178863	CHEVROLET	TRAILBLAZER	2004	2007-01-13	TL* - THE CONTACT STATED THAT ON 1/13/07 HE CRASHED INTO ANOTHER VEHICLE WITH HIS 2004 CHEVROLET TRAILBLAZER. THE ODOMETER READ 33,000 MILES AT THE TIME OF THE CRASH. HE WAS DRIVING AT 45 MPH AND COLLIDED WITH THE SECOND VEHICLE IN A PERPENDICULAR ANGLE "T-BONE" STRIKING IT ON THE SIDE AS IT CROSSED IN FRONT OF HIM. THE DRIVER WAS THE ONLY OCCUPANT IN THE VEHICLE AND THE DRIVER'S SIDE AIRBAG NEVER DEPLOYED. THERE WERE 5 PEOPLE INJURED IN THE SECOND VEHICLE. *NM
10218896	CHEVROLET	TRAILBLAZER	2004	2008-02-22	TL*THE CONTACT OWNS A 2004 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 35 MPH, THE CONTACT REAR ENDED A SCHOOL BUS. THE VEHICLE WAS COMPLETELY DESTROYED AND NONE OF THE AIR BAGS DEPLOYED. TWO PASSENGERS WERE INJURED AND A POLICE REPORT WAS FILED. PRIOR TO THE FAILURE, SHE NEVER EXPERIENCED ANY AIR BAG FAILURE. THE DEALER AND MANUFACTURER HAVE NOT BEEN NOTIFIED. THE CONTACT HAS PICTURES. THE VIN AND ENGINE SIZE WERE UNKNOWN. THE CURRENT AND FAILURE MILEAGES WERE 44,000.
10228023	CHEVROLET	TRAILBLAZER	2004	2006-11-06	I WAS SIDE SWIPED BY ANOTHER CAR THAT WENT THROUGH A RED LIGHT. MY TRUCK THEN PROCEEDED TO HIT ANOTHER CAR AND FINALLY THE FRONT END OF THE TRUCK GOT AIRBORNE AND LANDED WITH THE TIRES IN THE FRONT WINDSHIELD OF ANOTHER CAR. THE TRUCK SUSTAINED OVER \$6,000 IN DAMAGE AS WELL AS THE FRONT FRAME WHERE THE MOTOR SITS WAS DAMAGED. INSURANCE COMPANY SAID IT COULD BE REPLACED. NOT SURE HOW BECAUSE IT WAS WELDED IN PLACE. AND MY AIRBAGS NEVER DEPLOYED. *TR
10228026	CHEVROLET	TRAILBLAZER	2004	2007-03-07	I WAS REAR ENDED BY A GUY DOING 40 MPH. MY TRUCK WAS LIFTED IN THE AIR AND PUSHED INTO THE REAR END OF ANOTHER VEHICLE. MY AIRBAGS NEVER DEPLOYED AND MY SEAT BROKE!! POSSIBLE DEFECT IN THE SEAT? I WAS STOPPED AT A RED LIGHT WHEN THE ACCIDENT HAPPENED. THE SPARE TIRE HOLDER WAS RIPPED OFF MY TRUCK. *TR
10240623	CHEVROLET	TRAILBLAZER	2004	2008-08-26	SLIGHTLY TURNED STEERING WHEEL TO LEFT TO AVOID ANOTHER MOTORIST IN FRONT OF ME. ATTEMPTED TO STRAIGHTEN OUT THE VEHICLE, VEHICLE OVER-CORRECTED SEVERELY, UNABLE TO BRAKE, VEHICLE SLAMMED HEAD-ON INTO CONCRETE HIGHWAY BARRIER 45-60MPH, AIR BAGS FAILED TO DEPLOY. DRIVER WAS WEARING SEATBELT, SUBSTANTIAL BRUISING & NECK/BACK INJURY. *TR
10313103	CHEVROLET	TRAILBLAZER	2004	2009-10-02	TL*THE CONTACT OWNS A 2004 CHEVROLET TRAILBLAZER. WHILE THE CONTACT WAS DRIVING 35 MPH HE CRASHED INTO ANOTHER VEHICLE AND THEN INTO A LIGHT POLE WHICH DESTROYED THE VEHICLE; HOWEVER, DURING THE CRASH NONE OF THE AIR BAGS DEPLOYED. THE DRIVER AND PASSENGER WERE INJURED. NO ONE WAS INJURED IN THE OTHER VEHICLE. THE VEHICLE WAS DIAGNOSED BY THE DEALERSHIP WHO STATED THAT NO FAILURES COULD BE FOUND. THERE WERE NO PRIOR WARNINGS. THE CURRENT AND FAILURE MILEAGES WERE 95,272 UPDATED 03/30/10. *LJ ACCORDING TO GM, THE NOTICE ON THE DASH READOUT STATED THE AIR BAGS DEPLOYED. UPDATED 06/30/10. *JB

10327766	CHEVROLET	TRAILBLAZER	2004	2010-04-21	TL* THE CONTACT OWNS A 2004 CHEVROLET TRAILBLAZER. WHILE DRIVING 35 MPH, THE CONTACT ATTEMPTED TO MANEUVER THE STEERING WHEEL TO AVOID CRASHING INTO A DEER AND LOST CONTROL OF THE VEHICLE. THE VEHICLE CRASHED INTO A TREE. THE AIR BAGS DID NOT DEPLOY UPON IMPACT. THE CONTACTS FACE HIT THE STEERING WHEEL UPON IMPACT AND SUSTAINED A BROKEN NOSE. THE CONTACT WAS TAKEN TO THE HOSPITAL. THE VEHICLE WAS DESTROYED AND WAS TOWED BY HER INSURANCE COMPANY TO AN UNKNOWN LOCATION. A POLICE REPORT WAS AVAILABLE, IF NEEDED. THE MANUFACTURER WAS NOT CONTACTED. THE FAILURE MILEAGE WAS 80,700.
10356973	CHEVROLET	TRAILBLAZER	2004	2010-09-19	TL* THE CONTACT OWNED A 2004 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT THE AIRBAGS DID NOT DEPLOY WHEN HIS WIFE CRASHED INTO A DEER AT APPROXIMATELY 35 MPH. THE DRIVER WAS ALSO INVOLVED IN ANOTHER CRASH WHEN TRAVELING APPROXIMATELY 55 MPH. SHE LOOKED DOWN TO CHECK ON A NOISE SHE HEARD AND WHEN SHE LOOKED UP THE THE VEHICLE LOST CONTROL AND CRASHED HEAD ON INTO A TREE. THE DRIVER AND THREE OTHER OCCUPANTS WERE INURED. THE GEORGIA HIGHWAY PATROL RESPONDED AND FILED A REPORT. THE PARAMEDICS ALSO RESPONDED AND TRANSPORTED THE FOUR OCCUPANTS TO THE HOSPITAL. THE VEHICLE WAS DESTROYED AND TOWED TO A STORAGE LOT. THE FAILURE MILEAGE WAS APPROXIMATELY 107,000.
10419650	CHEVROLET	TRAILBLAZER	2004	2011-08-13	I HIT A DEER AT APPROXIMATELY 65 MPH AND THE AIR BAG DID NOT DEPLOY. MY SON THAT WAS RIDING IN THE PASSENGER SEAT ALSO WAS WEARING HIS SEAT BELT BUT THE SEAT BELT DID NOT CATCH AND HE WAS SLAMMED INTO THE DASH. I REFUSE TO BELIEVE THAT THIS IS NORMAL BEHAVIOR FOR THOSE SAFETY DEVICES. *KB
10551484	CHEVROLET	TRAILBLAZER	2004	2013-10-29	TL* THE CONTACT OWNS A 2004 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING 35 MPH, THE DRIVER BECAME DISTRACTED AND CRASHED INTO A TREE. THE AIR BAGS FAILED TO DEPLOY AND THE SEAT BELT FAILED TO RESTRAIN, CAUSING THE DRIVER TO BE THROWN FORWARD. THE DRIVER'S HEAD IMPACTED THE WINDSHIELD AND AS A RESULT, HE SUSTAINED BLEEDING FROM THE BRAIN. A POLICE REPORT WAS FILED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS DESTROYED. THE VIN WAS NOT AVAILABLE. THE FAILURE AND CURRENT MILEAGE WAS UNKNOWN. THE VIN WAS NOT AVAILABLE.
10576838	CHEVROLET	TRAILBLAZER	2004	2008-06-16	ON THE AFTERNOON OF 6/16/08, ME IN MY FAMILY WAS TRAVELING NORTH ON I95 IN NORTH CAROLINA GOING TOWARD OUR DESTINATION IN BALTIMORE MD., WHEN ANOTHER VEHICLE CLICK US AND CAUSE MY SISTER TO LOSE CONTROL OF THE VEHICLE CRASHING INTO THE GUARDRAIL. MY TWO AUNTS AND MYSELF WERE EJECTED FROM THE VEHICLE, BOTH MY AUNTS DIE INSTANTLY. MY MOTHER, SISTERS AND MYSELF SURVIVED BUT HAD SEVERAL INJURIES. THE AIRBAGS DID NOT DEPLOY, AND THE DOORS THAT WERE INITIALLY LOCKED; BUT SOMEHOW THE REAR DOORS (MIDDLE) OPEN DURING IMPACT CAUSING MY AUNTS IN MYSELF TO BE THROWN FROM THE VEHICLE. BE ADVISED THE VEHICLE WAS A GREEN TRAILBLAZER (EXTENDED CAB). *TR
10626582	CHEVROLET	TRAILBLAZER	2004	2014-08-18	I WAS ON A 4 LANE HIGHWAY TRAVELING EASTBOUND GOING 50 MPH POSTED SPEED 55 MPH WEARING OUR SEAT BELTS, WHEN ANOTHER VEHICLE WAITING TO U - TURN IN THE CENTER MEDIAN DECIDED TO TURN RIGHT INTO ME-ONCOMING TRAFFIC. THIS PERSON COLLIDED WITH ME, WHICH THAT IMPACT SENT ME INTO A HEAD ON COLLISION WITH THE GUARD RAIL. THE CHEVROLET TRAILBLAZER IS COMPLETELY TOTALED. THERE WERE 2 INCIDENTS IN THAT SEQUENCE OF EVENTS THAT THE AIRBAGS SHOULD HAVE DEPLOYED, BUT DID NOT! THIS ACCIDENT CAUSED SEVERAL INJURIES TO MYSELF AND MY PASSENGER. WE DEFINITELY COULD HAVE BEEN KILLED AND NO AIRBAGS TO HELP SAVE OUR LIVES.....UPDATED 09-03-14 *BF UPDATED 11/7/2014 *JS *TR
10767586	CHEVROLET	TRAILBLAZER	2004	2015-08-01	ON SATURDAY, AUGUST 1, 2015 AT APPROXIMATELY 8:55PM MY MOTHER WAS INVOLVED IN A 1 CAR ACCIDENT ON BAUM RD LOCATED IN TALLAHASSEE, FL. SHE WAS THE ONLY PASSENGER DETERMINED TO BE IN THE VEHICLE AT THE TIME OF THE ACCIDENT. ACCORDING TO THE CRASH REPORT, D1 (DRIVER ONE) WAS TRAVELING WESTBOUND ON BAUM RD GOING THE NORMAL POSTED SPEED OF 55MPH, WHEN SHE VEERED TOWARDS THE CENTER OF THE RD AND SUDDENLY TURNED RIGHT VEERING OF THE RIGHT SHOULDER OF THE RD AND STRIKING SEVERAL TREES ON THE DRIVERS SIDE AND FRONT END. D1 WAS WEARING HER SEATBELT AND MANAGED TO EXIT OUT THE DRIVERS SIDE WINDOW BEFORE COMING TO HER FINAL RESTING PLACE ON THE SHOULDER OF THE RD. WHEN I WENT TO RETRIEVE MY MOTHERS THINGS FROM HER TRAILBLAZER, I NOTICED THAT NO AIR BAGS HAD DEPLOYED. AND AS FAST AS MY MOM WAS GOING AND THE TYPE OF IMPACT & DAMAGE HER SUV SUSTAINED, I WOULD THINK AND HOPE THE AIRBAGS WOULD DEPLOY IN THIS TYPE OF ACCIDENT, THUS PREVENTING SERIOUS INJURY OR DEATH. MY MOM WAS NOT SO LUCKY, AND MYSELF AND MY FAMILY HAVE ENDURED GREAT PAIN FROM LOOSING HER SO SUDDENLY.
10823597	CHEVROLET	TRAILBLAZER	2004	2016-01-19	I WAS RECENTLY IN A CAR ACCIDENT DUE TO BAD WEATHER AND ROAD CONDITIONS. LEAVING WORK DRIVING INTERSTATE I89 9STATE NORTHBOUND. CAME UPON BLACK ICE MY CAR FISHTAILED OUT OF CONTROL ; TRYING TO GAIN CONTROL BACK BEFORE I KNEW IT I WAS HEADING TORDS A GUARD RAIL. I WAS ONLY DRIVING 50 TO 55MPH. BEYOND THE GUARD RAIL I DO NOT REMEMBER. I SUFFERED UPPERBODY AND HEAD INJURY AND MY FRONT AIR BAG FAILED TO DEPLOY. OTHERS ARE TELLING ME AND MY HUSBAND TO LOOK INTO THIS AS MY AIRBAG FAILED TO DEPLOY. CAN YOU HELP
11265285	CHEVROLET	TRAILBLAZER	2004	2019-09-29	WELL I HIT A TREE AN THE AIRBAGS DIDNT DEPLOYED BUT THE AIRBAG LIGHT IS ON

10128270	GMC	ENVOY	2004	2005-07-08	DT: CONSUMER STATES THAT SHE WAS IN A HEAD ON COLLISION ON JULY 8, 2005 AND THE AIR BAGS DID NOT DEPLOY. SHE WAS GOING 55 MPH WHEN HIT. THERE WAS DAMAGE TO THE VEHICLE AND A POLICE REPORT WAS TAKEN. CONSUMER STATES SHE HAS NECK AND BACK INJURIES, SHE IS GOING TO THE DOCTOR FOR A FOLLOW UP VISIT TODAY. HER DAUGHTER HAS SEAT BELT BURNS ON HER NECK. THE VEHICLE IS CURRENTLY BEING INSPECTED BY THE INSURANCE COMPANY; IT HAD TO BE TOWED TO A BODY SHOP. SHE HAS NOT CONTACTED THE DEALERSHIP OR MANUFACTURER, THE ATTORNEY GENERAL ADVISED HER TO CALL US FIRST. *NM
10152802	GMC	ENVOY	2004	2006-03-13	AVOIDING TO HIT AN UPCOMING VEHICLE IN A CURVE, I LOST CONTROL OF MY GMC ENVOY SUV 2004 AND HIT A CONCRETE DRIVEWAY AND STOPPED WITH AN ELECTRICAL UTILITY POST FRONT SIDE. THE AIRBAGS DID NOT DEPLOY CAUSING MYSELF TO HIT THE STEERING WHEEL AND INJURED MY NECK, MY HEAD, LOWER BACK, KNEES AND LEFT ARM. THE INSURANCE COMPANY TOLD ME THAT IF THE AIR BAGS WOULD DEPLOYED THEY WOULD DECLARED MY VEHICLE TOTAL LOSS DUE TO THE EXTENSIVE DAMAGE. I TOLD THEM I DON'T WANT MY VEHICLE REPAIRED IF THE AIR BAGS ARE NOT CHANGED. I INTEND TO GO AGAINST GMC LEGALLY. *JB
10182098	GMC	ENVOY	2004	2007-01-03	IN ROUTE TO WORK DRIVING MY 2004 GMC ENVOY I WAS INVOLVED IN WHAT I WOULD CONSIDERED A HEAD ON COLLISION WITH A TELEPHONE POLE. THE IMPACT WAS GREAT ENOUGH TO SPILT THE POLE IN TWO, TOP HALF JUST MISSING THE ROOF OF THE VEHICLE . UPON IMPACT THE AIRBAGS DID NOT DEPLOY NOR DID MY SEAT BELTS LOCK ME IN CAUSING ME TO FLY FORWARD HITTING MY HEAD ON THE STEERING WHEEL, I HAD TO BE EXTRACTED FROM VEHICLE BY FIRE DEPARTMENT AND TRANSPORTED TO ER. I NOW HAVE PERMANENT SCAR APPROXIMATELY 5 INCHES IN LENGTH ACROSS MY FOREHEAD. I FILED A COMPLAINT WITH GMC LATER TO BE INFORMED THAT AFTER THEIR INVESTIGATION THEY CONCLUDED THAT SINCE THE PASSENGER SIDE TOOK THE GREATER OF THE IMPACT THE IMPACT WAS NOT GREAT ENOUGH TO WARRANT AIRBAG DEPLOYMENT. PLEASE NOTE THAT DRIVERS NOR PASSENGER SIDE AIRBAG DEPLOYED. *JB
10237647	GMC	ENVOY	2004	2008-08-10	TL*THE CONTACT OWNS A 2004 GMC ENVOY. WHILE DRIVING APPROXIMATELY 55 MPH, THE VEHICLE STRUCK A GATE, WENT AIRBORNE, DROPPED APPROXIMATELY 35 FEET DOWN AN EMBANKMENT, STRUCK SOME TREES, BOULDERS, AND LANDED IN A SWAMP. THE AIR BAGS FAILED TO DEPLOY AND THE VEHICLE SUSTAINED MAJOR DAMAGE. BOTH THE DRIVER AND PASSENGER SUSTAINED MULTIPLE INJURIES. THE VEHICLE HAD TO BE LIFTED FROM THE EMBANKMENT WITH A CRANE AND WAS TOWED AWAY. A POLICE REPORT WAS FILED. THE CURRENT AND FAILURE MILEAGES WERE 51,000.
10266307	GMC	ENVOY	2004	2009-04-20	I WAS TRAVELING NORTHBOUND ON RT 251 FROM PERU TO MENDOTA IL WHEN IT BEGAN RAINING AND HAILING VERY HARD. 251 IS FULL OF POT HOLES. I WAS TRAVELING ABOUT 40 M.P.H. I HIT A POT HOLE AND MY CAR STARTED TO HYDROPLAN. I WENT INTO THE SOUTHBOUND LANE AND THEN INTO DITCH HEAD ON....I HIT THE DITCHES WALL ALMOST HEAD ON AND MY AIRBAGS DID NOT COME OUT. *TR
10272370	GMC	ENVOY	2004	2009-05-02	TL*THE CONTACT OWNS A 2004 GMC ENVOY. WHILE DRIVING 60 MPH WITH THE CRUISE CONTROL ACTIVATED, THE CONTACT PASSED OUT DUE TO A SEVERE MEDICAL ISSUE . HE LOST CONTROL OF THE VEHICLE AND CRASHED INTO A TREE. UPON IMPACT, BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. THE CONTACT AND PASSENGER WERE SEVERELY INJURED. THE DRIVER SUSTAINED A BROKEN CLAVICLE AND HIS TEETH WERE KNOCKED OUT OF HIS MOUTH. THE PASSENGER SUSTAINED A LACERATION TO THE HEAD AND ABDOMINAL INJURIES. THE VEHICLE WAS INSPECTED BY AN INSURANCE ADJUSTER, WHO WAS UNABLE TO DETERMINE WHY THE AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS DESTROYED. THE CONTACT CALLED THE MANUFACTURER AND WAS INFORMED THAT AN INVESTIGATION WAS IMPLEMENTED AND A REPRESENTATIVE WILL CALL HIM BACK IN FIVE BUSINESS DAYS. THE FAILURE MILEAGE WAS 42,600. UPDATED 6/5/09 *CN UPDATED 06/09/09.*JB
10275464	GMC	ENVOY	2004	2009-06-29	TL*THE CONTACT OWNS A 2004 GMC ENVOY. WHILE DRIVING 35 MPH, THE CONTACT REAR ENDED ANOTHER VEHICLE. HIS VEHICLE WAS DESTROYED. THE AIR BAGS FAILED TO DEPLOY AND THE SEAT BELTS DID NOT RETRACT FOR BOTH OCCUPANTS SEATED IN THE FRONT. THE CONTACT AND THE PASSENGER STRUCK THE STEERING WHEEL WITH THEIR CHESTS AND SHOULDERS. BOTH WERE SEVERELY INJURED. THE CONTACT, PASSENGER, AND OTHER DRIVER WERE TRANSPORTED TO THE HOSPITAL. THE VEHICLE WAS TOWED TO A REPAIR SHOP AND IS AWAITING AN INVESTIGATION. A POLICE REPORT WAS FILED. THE FAILURE MILEAGE WAS 60,000.
10286793	GMC	ENVOY	2004	2009-10-07	WHILE TRAVELING DOWN I-95 AT APPX. 60MPH THE CAR IN FRONT OF ME STOPPED SHORT. I SLAMMED INTO THE BACK OF IT. MY AIRBAGS DID NOT DEPLOY, NOR DID ONSTAR CALL TO CHECK ON ME (SO MUCH FOR BELIEVING IN THOSE ADS!) THE ENTIRE FRONT END NEEDS TO BE REPLACED. FLUIDS WERE SPILLING FROM THE VEHICLE. 2 WITNESSES ARE CAPITOL HILL POLICE OFFICERS WHO WERE SHOCKED THAT THE AIRBAGS DID NOT DEPLOY. THE SEATBELT DID RESTRAIN ME CAUSING IRRITATION AT THAT SITE. MY BACK, NECK AND HEAD WERE ACHING. I WAS CHECKED OUT BY THE ER. *TR
10302345	GMC	ENVOY	2004	2010-01-26	TL*THE CONTACT OWNS A 2004 GMC ENVOY. WHILE DRIVING 65 MPH IN SNOWY CONDITIONS, HE ATTEMPTED TO PASS A VEHICLE AND WHILE RETURNING BACK INTO THE LANE THE VEHICLE SLID AND HE CRASHED INTO A CONCRETE BARRIER FRONT-END FIRST. THE FRONTAL AIR BAGS DID NOT DEPLOY AT THE TIME OF THE CRASH. THE CONTACT DID NOT SUFFER ANY INJURIES. THE POLICE ARRIVED SHORTLY AFTER AND A POLICE REPORT WAS FILED. THE FAILURE AND CURRENT MILEAGES WERE UNDER 97,000.

10594270	GMC	ENVOY	2004	2014-03-12	CAR SLID INTO RIGHT GUARDRAIL AND THEN SLID TO LEFT IN DITCH ON EXPRESSWAY. THE AIRBAGS DID NOT DEPLOY. IMPACT WAS SIGNIFICANT ENOUGH TO BEND THE FRONT PASSENGER CORNER OF FRAME. THE FRAME IS ALSO CRACKED UNDERNEATH THE MIDDLE OF VEHICLE AS RESULT OF CRASH. CAR IS NO LONGER DRIVEABLE. DRIVER SUFFERED WHIPLASH. *TR
10596479	GMC	ENVOY	2004	2014-03-31	I HAD AN ACCIDENT ON A MAJOR HIGHWAY DUE TO WEATHER CONDITIONS. I ENDED UP SPINNING THE VEHICLE AROUND WHILE IN THE TRAVEL LANE AND HIT THE CAR IN THE PASSING LANE. MY AIRBAGS NEVER DEPLOYED. ALTHOUGH NO ONE WAS INJURED THANKFULLY. I WONDERED WHY THE AIRBAGS DIDN'T GO OFF. SHOULD I BE WORRIED? HAS ANYONE MADE THIS SAME COMPLAINT? THANK YOU. *TR
10631914	GMC	ENVOY	2004	2009-08-25	MY WIFE WAS IN THE CAR ALONE. VEHICLE RAN OFF ROAD, CRASHED INTO PARKED TRUCK, AIR BAG DID NOT DEPLOY. WIFE DIED OF "CLOSED CHEST TRAUMA", *TR
11378518	GMC	ENVOY	2004	2020-12-03	TL-THE CONTACT OWNS A 2004 GMC ENVOY. THE CONTACT STATED THAT WHILE DRIVING AT 50 MPH HE HAD THE SWERVE TO AVOID A HEADON COLLISION FROM A VEHICLE THAT WAS IN HIS LANE. THE VEHICLE WENT OFF THE ROAD AND CRASHED INTO A CONCRETE BARRIER.THE CONTACT HAD A FRACTURED STERNUM AND A BRUISED RIGHT ANKLE, KNEE AND ELBOW. THE CONTACT VISITED THE EMERGENCY ROOM ON HIS OWN WITHOUT BEING TRANSPORTED BY AN AMBULANCE.THE CONTACT STATED THAT NONE OF THE AIR BAGS IN THE FRONT DEPLOYED. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED BY THE INSURANCE COMPANY AND TOWED FROM THE CRASH SITE. THE ENTIRE FRONT OF THE VEHICLE WAS SMASHED IN INCLUDING THE FRAME. THE BACK AXEL DROPPED AFTER THE COLLISION AND BOTH RIMS ON THE BACK TIRES WERE SHATTERED. THE FRONT RIMS WERE ALSO CRACKED. THE DEALER AND MANUFACTURER HAD NOT BEEN CONTACTED YET. THE FAILURE MILEAGE WAS 180,000. TF
10067417	GMC	YUKON	2004	2004-04-16	WHILE DRIVING CONSUMER APPLIED THE BRAKES AND WITHOUT WARNING CONSUMER'S VEHICLE COLLIDED WITH THE VEHICLE IN FRONT. UPON IMPACT, AIR BAGS DID NOT DEPLOY. DRIVER SUSTAINED MINOR INJURIES AND WAS TRANSPORTED TO THE HOSPITAL FOR EXAMINATION. VEHICLE WAS TOWED TO THE DEALER FOR INSPECTION, AND DEALER WAS UNABLE TO DUPLICATE OR RESOLVE THE PROBLEM. *AK
10372063	GMC	YUKON	2004	2010-11-12	TL* THE CONTACT OWNS A 2004 GMC YUKON. THE CONTACT WAS DRIVING APPROXIMATELY 40 MPH WHEN THE VEHICLE WAS INVOLVED IN A HEAD ON CRASH IN WHICH THE AIR BAGS DID NOT DEPLOY. THE POLICE APPEARED ON THE SCENE AND A REPORT WAS AVAILABLE. THE DRIVER AS WELL AS THE FRONT PASSENGER WAS INJURED AND TRANSPORTED VIA AMBULANCE TO THE HOSPITAL TO TREAT INJURIES. THE VEHICLE WAS TOWED TO AN INSURANCE COMPANY LOT BUT DID NOT HAVE THE FAILURE DIAGNOSED. THE VEHICLE WAS NOT REPAIRED. THE FAILURE AND CURRENT MILEAGE WAS 134,000.
8023949	CHEVROLET	BLAZER	2003	2002-11-19	WHILE TRAVELING AT 40 MPH, CONSUMER STATES ANOTHER VEHICLE TRAVELING IN FRONT CAME TO A SUDDEN STOP. CONSUMER REAR ENDED THAT VEHICLE, AND NONE OF CONSUMER AIRBAGS DEPLOYED. PLEASE PROVIDE ANY FURTHER INFORMATION. PH
10023373	CHEVROLET	BLAZER	2003	2003-06-11	TWO EMPLOYEES WERE INVOLVED IN A CRASH WHERE THEY WERE THE ONES THAT STRUCK A STOPPED CAR AT 50 MPH. THE AIR BAGS DID NOT DEPLOY....IS THIS A PROBLEM. IS THIS A POSSIBLE RECALL SITUATION. WHO DO I CONTACT ABOUT THIS A CHEVROLET??? DOES YOUR AGENCY GET INVOLVED. *NLM
10040503	CHEVROLET	BLAZER	2003		CONSUMER STATED WHILE TRAVELING 45 MPH OR OVER ON WET PAVEMENT VEHICLE LOST CONTROL, AND TRAVELED OFF THE ROAD. REAR HATCH GLASS EXPLODED , BUT AIR BAGS DID NOT DEPLOY AT ANY TIME. *AK
10044264	CHEVROLET	BLAZER	2003	2003-08-30	WHILE TRYING TO AVOID HITTING A PEDESTRIAN VEHICLE WENT OF THE ROAD AND HIT A TREE. UPON IMPACT, FRONT AIR BAGS DID NOT DEPLOY. VEHICLE COULD NO LONGER BE DRIVEN DUE TO THE EXTENSIVE DAMAGE DONE TO THE FRONT END. *AK
10160753	CHEVROLET	BLAZER	2003	2006-06-19	DT*: THE CONTACT STATED THAT BOTH FRONT AIRBAGS OF THE VEHICLE DID NOT DEPLOY DURING A CRASH WHICH OCCURRED WHILE TRAVELING 45 MPH. THE VEHICLE WAS HEADED EAST ON A NARROW, ROUGH, BUMPY ROAD WHEN IT APPROACHED AN INTERSECTION AND STRUCK ANOTHER VEHICLE HEADING NORTH. THE OTHER VEHICLE BRIEFLY STOPPED AT THE STOP SIGN AND PULLED OUT INTO THE INTERSECTION 15 FEET BEFORE THE CONTACT'S VEHICLE REACHED THE INTERSECTION. THIS RESULTED IN THE CONTACT'S VEHICLE CRASHING INTO THE FRONT DRIVER SIDE DOOR OF THE OTHER VEHICLE. BOTH OCCUPANTS WERE WEARING THEIR SEAT BELTS. THE AIRBAG WARNING LIGHT WAS NOT ON PRIOR TO THE CRASH. THE POLICE TOOK PICTURES AND A REPORT WAS FILED. THE VEHICLE WAS TAKEN TO THE DEALER FOR INSPECTION.

					I WAS TRAVELING SOUTHBOUND WHEN I EXPERIENCED A SEIZURE AND LOST CONTROL OF MY VEHICLE. I PROCEEDED TO VEER TO THE LEFT WHERE I CLIPPED SEVERAL CARS THAT WERE HEADED NORTHBOUND AND HAD STOPPED DUE TO THE REALIZATION THAT MY VEHICLE WAS NOT UNDER CONTROL. I THEN PROCEEDED OVER A TREE LAWN AND INTO A PARKING LOT. I HIT A DODGE RAM PICKUP WITH THE RIGHT FRONT CORNER OF MY VEHICLE AND PUSHED THAT VEHICLE INTO ANOTHER PARKED CAR THAT WAS NEXT TO IT. BOTH VEHICLES ENDED UP SIDWAYS AND MY VEHICLE ENDED UP SPUN AROUND 180 DEGREES. AT THIS TIME MY VEHICLE CAME TO A STOP. POLICE WERE CALLED AN PARAMEDICS ARRIVED. THE JAWS OF LIFE WERE USED TO EXTRACT ME FROM MY VEHICLE. I WAS TAKEN TO A LOCAL HOSPITAL WHERE IT WAS DETERMINED THAT I SUFFERED BURST FRACTURES OF L1, L2, AND L3. I ALSO SUFFERED AN EVULSION FRACTURE OF MY LEFT ANKLE. THE POLICE REPORT STATES THAT I WAS TRAVELLING AT A HIGH RATE OF SPEED AND THAT THE VEHICLES WHICH WERE NORTHBOUND WERE JUST CLIPPED. THE AIRBAGS ARE BOTH STILL WITHIN THEIR CASES AS NEITHER DEPLOYED. I WOULD EXPECT THIS OF THE PASSENGER AIRBAG AS THAT SEAT WAS UNOCCUPIED BUT THE DRIVER BAG SHOULD HAVE DEPLOYED. THE INSURANCE INVESTIGATOR EVEN EXPRESSED TO MY WIFE THAT HE WAS SURPRISED THAT THE AIR BAG DID NOT DEPLOY. I WAS HAVING A SEIZURE AND WAS NOT CONSCIOUS SO I CANNOT PROVIDE ANY INFORMATION OTHER THAN WHAT IS IN THE POLICE REPORT. THE REPORT IS #370763 ISSUED BY THE TOWNSHIP OF CLINTON, MICHIGAN. THE VEHICLE IS CURRENTLY LOCATED AT COPARD AUTO SALVAGE, 21000 HAYDEN, WOODHAVEN, MI 48183. THE PHONE NUMBER IS 734-365-0070. IT WILL BE HELD THERE FOR BETWEEN 7 AND 10 DAYS FROM 8/26/2013. THANK YOU *TR
10537593	CHEVROLET	BLAZER	2003	2013-08-13	
11075512	CHEVROLET	BLAZER	2003	2016-02-16	REAR ENDED A STOPPED PICK UP AT 45 MPH AND AIR BAGS DID NOT DEPLOY. IT WAS ON A HIGHWAY WHERE THE SPEED LIMIT IS 55. THE WHOLE FRONT END WAS DAMAGED BUT MOST WAS ON DRIVER SIDE.
8017964	CHEVROLET	SILVERADO	2003		THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT HIGHWAY SPEED. UPON IMPACT THE PASSENGER SIDE AIR BAG DID NOT DEPLOYED. MANUFACTURER HAS BEEN CONTACTED. PLEASE PROVIDE FURTHER INFORMATION.*JB
10030725	CHEVROLET	SILVERADO	2003	2003-07-31	2003 CHEVROLET SILVERADO EXT. CAB 4X4 WITH ONSTAR, WRECKED. HIT TREES. TRUCK TOTALLED, FRONT-END DAMAGE, SIDE AND REAR END DAMAGE. AIR BAG DID NOT INFLATE. ONSTAR DID NOT WORK. *AK
10032581	CHEVROLET	SILVERADO	2003	2003-08-01	AIR BAGS FAILED TO OPEN ON HEAD END COLLISION. SPEED APPROX. 40 MPH. 2003 CHEVY SILVERADO - NEW CONDITION
10050872	CHEVROLET	SILVERADO	2003	2003-10-18	INVOLVED IN A 45 MPH COLLISION WITH ANOTHER VEHICLE. AIRBAGS IN MY 2003 CHEVROLET SILVERADO DID NOT DEPLOY.*AK
10055994	CHEVROLET	SILVERADO	2003	2004-01-24	WHILE DRIVING 25 MPH THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION. UPON IMPACT, THE FRONT AIR BAGS DID NOT DEPLOY. THE DRIVER SUSTAINED NECK AND BACK INJURIES. *AK *SC
10056087	CHEVROLET	SILVERADO	2003	2004-01-24	WHILE DRIVING AT 65 MPH ON THE HIGHWAY, THE DRIVER LOST CONTROL OF THE VEHICLE, RESULTING IN A FRONTAL COLLISION. THE VEHICLE WENT INTO AN EMBANKMENT. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THE DRIVER SUSTAINED INJURIES. *AK BROKEN STERNUM, SPINE AND RIBS. THE CONSUMER WAS WEARING HIS SEAT BELT. THE SDM CRASH DOWN LOAD FROM THE CRASH WAS SENT TO ODI WITH PICTURES OF THE VEHICLE. CW *MR *JB
10066690	CHEVROLET	SILVERADO	2003		WHIEL DRIVING AT 40 MPH VEHICLE WAS HIT HEAD ON AND THE AIR BAGS FAILED TO DEPLOY.*MR

10072429	CHEVROLET	SILVERADO	2003	2003-05-25	AIR BAGS NOT DEPLOYING ON A NEW CHEVY SILVERADO PICK-UP/ FOLLOWING A VEHICLE CRASH. DRIVER WAS INJURED, AND SCARRED. WAS HOSPITLIZED AND STILL HAVING PROBLEMS AND WILL HAVE A LIFETIME SCAR ON FACE AREA. ALSO LEGS AND THIGHS ARE SCARRED. OUR SON WAS TRAVELING AT A HIGH RATE OF SPEED PASSING, LOST CONTROL WENT OFF HIGHWAY HEAD ON INTO DEEP DITCH, FLIPPED OVER, WENT SIDE TO SIDE COMING TO REST SIDEWAYS ON TIRES THAT WERE NOW FLAT AND STILL NO AIRBAG DEPLOYMENT. SENT A COMPLAINT AND PICTURES, POLICE REPORT AND MEDICAL RECORDS TO GM, NO SATISFACTION FROM THERE. WHAT DOES A VEHICLE HAVE TO HAVE DONE TO HAVE AN AIRBAG DEPLOY???? VEHICLE WAS TOTALED. SON IS PERMANLY SCARRED, AND PARENTS HAVE LOST FAITH IN CHEVY TRUCKS, AND AIRBAGS. HIS OLDER BROTHER CO-SIGNED SO HE WOULD HAVE A "NEW, SAFER" VEHICLE AND AM NOW SO VERY UPSET WITH GM AS TO AN EXPLANATION AS TO WHY THESE AIR BAGS DID NOT DEPLOY TO PROTECT OUR SON. THIS VEHICLE (HE WAS SPEEDING PASSING) WENT OFF THE ROAD HEAD ON INTO A DEEP DITCH, OVERTURNED SEVERAL TIMES, HIT SIDE TO SIDE IN DITCH, FLATTENED TIRES AND CAME TO REST ON SHOULDER OF ROAD. NOW HOW MUCH MORE DOES IT TAKE TO DEPLOY AN AIR BAG???? I THINK IF WE WERE WEALTHY AND COULD AFFORD A LAWYER THEY MAYBE WOULD OF LISTENED AND CHECKED THIS MORE, BUT AS WE ARE JUST "COMMON" HARD WORKING US CITIZENS, WE DON'T REALLY COUNT. ALSO OUR SON WAS DRINKING AT THE TIME OF THE INCIDENT, (SHOULD NOT MATTER TO SAFETY OF VEHICLE EQUIPMENT) I WAS TOLD IT WAS NOT "CATASTROPIC ENOUGH" OF AN ACCIDENT TO WARRENT ANY DAMAGES. ?? THEN THEY TRIED TO SAY THE "ACCIDENT" (MEANING VEHICLE) WASN'T. I THINK WE ALL KNOW WHAT THEY MEANT. WE WERE NOT LOOKING FOR "MILLIONS" (STRETCHING IT), JUST HIS MEDICAL BILLS AND THE PROBLEM CORRECTED IN OTHER CHEVY'S SO THIS WOULD NOT HAPPEN TO SOMEONE ELSE. AS USUAL THE HONEST PEOPLE, AND HARD WORKING MIDDLE CLASS CAN GET NO HELP. PRAYERS GO OUT TO ANYONE ELSE THIS HAS HAPPENED TO AND THAT IT WON'T HAPPEN TO SOMEONE ELSE'S CHILD.
10089611	CHEVROLET	SILVERADO	2003	2004-08-14	WHILE DRIVING 55 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A FRONT COLLISION. UPON IMPACT, DUAL AIR BAGS DID NOT DEPLOY. DRIVER SUSTAINED HEAD INJURIES DUE TO HIS HEAD HITTING THE STEERING WHEEL.*AK THE CHEVROLET TESTERS CAME TO INSPECT THE VEHICLE. THEY CONCLUDED THAT THE IMPACT WAS NOT HARD ENOUGH NOR WAS THE VEHICLE GOING FAST ENOUGH FOR THE AIR BAG TO DEPLOY. *NM
10137033	CHEVROLET	SILVERADO	2003	2005-08-14	AIR BAGS DID NOT INFLATE WITH A FRONT END CRASH THAT PUSHED THE MOTOR IN THE DASH. SON RECEIVED HEAD INJURIES WOULD LIKE TO KNOW WHAT YOU ARE GOING TO DO ABOUT THIS. PICKUP WAS A TOTAL LOSS. FRAME WAS BENT. OUR ATTORNEY WOULD LIKE TO PUSH THIS BUT I WOULD LIKE TO KNOW WHAT YOU WILL DO FOR US FIRST. I HAVE PICTURES IF YOU WOULD LIKE TO SEE THEM. *JB
10154224	CHEVROLET	SILVERADO	2003	2006-03-23	DIRECT FRONTAL IMPACT WITH SIDE OF CAR THAT RAN RED LIGHT. AIR BAG DID NOT DEPLOY. SPEED WAS APPROXIMATELY 40-50 MPH. *JB
10577089	CHEVROLET	SILVERADO	2003	2013-11-14	I HIT A DEER HEAD ON AND TOTALED MY SILVERADO. I HIT IT AT 55 MPH AND NEITHER OF THE AIRBAGS DEPLOYED. *TR
10592423	CHEVROLET	SILVERADO	2003	2014-05-08	TRUCK COLIDED WITH GUARD RAIL. BOUNCED OFF, HIT VEHICLE 1, THEN INTO VEHICLE 2 THEN STOPPED AFTER HITTING VEHICLE 3 A SEMI TRUCK. ALL DAMAGE WAS DONE TO FRONT OF THE CHEVY SILVERADO. AT NO TIME DID THE AIRBAGS DEPLOY. SILVERADO WAS DETERMINED TO BE TOTALED DUE TO THE EXCESSIVE DAMAGE ON THE FRONT. AIRBAGS SHOULD HAVE DEPLOYED DURING ONE OF THE IMPACTS. *JS
10082050	CHEVROLET	SUBURBAN	2003	2004-07-14	THE CONSUMER WAS INVOLVED IN AN ACCIDENT WHERE IT WAS HIT FROM THE FRONT DRIVER SIDE, THE IMPACT CAUSED THE VEHICLE TO HIT A TELEPHONE POLE HEAD ON. THE AIR BAGS DID NOT DEPLOY. *JB
11360703	CHEVROLET	SUBURBAN	2003	2020-08-07	TL* THE CONTACT OWNED A 2003 CHEVROLET SUBURBAN. THE CONTACT STATED THAT WHILE TOWING HIS DAUGHTERS VEHICLE AT ABOUT 60 MPH, ANOTHER VEHICLE CRASHED INTO THE VEHICLE BEING TOWED. THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED A HEAD AND LOWER BACK INJURY. THE FRONT PASSENGER (HIS DAUGHTER) SUSTAINED A BACK INJURY. THE TWO WENT TO THE DOCTOR THREE DAYS LATER. THERE WAS NO POLICE REPORT. THE VEHICLE BEING TOWED WAS DAMAGED AND WAS DRIVEN TO THE DAUGHTERS DORM WHERE IT WAS TOTALED BY THE INSURANCE COMPANY. THE DEALER AND THE MANUFACTURER WERE NOT CONTACTED. THE CONTACT STATED THAT THE OTHER DRIVERS INSURANCE DENIED ANY COMPENSATION TO THE CONTACT, STATING THAT THE CONTACTS VEHICLE (THE VEHICLE TOWING THE DAMAGED VEHICLE) WAS NOT HIT. THE CONTACT STATED THAT AFTER THE ACCIDENT, A LOUD NOISE WAS HEARD WHENEVER THE VEHICLE WAS TURNED ON. THE CONTACT ALSO STATED THAT THE DASHBOARD WAS CRACKED. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 173,000.
10899484	CHEVROLET	TAHOE	2003	2016-04-14	TL* THE CONTACT OWNED A 2003 CHEVROLET TAHOE. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 45 MPH, THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED INTO A GUARD RAIL. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE FRONT SEAT PASSENGER SUSTAINED 12 BROKEN RIBS AND 2 COLLAPSED LUNGS THAT REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS TOWED TO AN INDEPENDENT TOWING FACILITY. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS UNKNOWN. THE VIN WAS UNAVAILABLE.

10008283	CHEVROLET	TRACKER	2003	2003-02-28	I RENTED A CHEVROLET TRACKER 2003 AND WAS HIT HEAD ON BY ANOTHER DRIVER AND EVERYONE THERE NOTICE THAT THE AIRBAG DID NOT OPEN. THIS WAS A HEAD ON ACCIDENT. I WILL BE FILING THIS TO A LAWYER SHORT AS I WAS HURT. *JB
10052731	CHEVROLET	TRACKER	2003	2003-12-19	I WAS DRIVING ON I-190 IN THE RIGHT HAND LANE ON DEC 19, 2003. A CAR COMING UP AN ENTRANCE RAMP MERGED INTO MY LINE ALMOST HITTING ME. I SWERVED TO AVOID THE CRASH BUT SUBSEQUENTLY HIT SOME BLACK ICE AND WAS UNABLE TO RECOVER CONTROL. I HIT THE CONCRETE BARRIER HEAD ON. THE INSURANCE COMPANY'S (PROGRESSIVE) CLAIMS AGENT FIGURES I WAS GOING ABOUT 50 MPH AT IMPACT. THE IMPACT SO EXTREME THAT MY TRACKER SHIFTED ITSELF INTO 4WD AND TURNED ON THE HIGHBEAMS. BASICALLY ANYTHING THAT COULD GO FORWARD DID. THE WHOLE FRONT OF THE VEHICLE WAS PUSHED BACK 6" AND MY LISCENCE PLATE WAS RIPPED OFF, BUT YET MY AIRBAGS NEVER DEPLOYED. IF IT WEREN'T FOR MY SEATBELT, I MAY NOT BE HERE TO TYPE THIS. I HAD SEVERE WHIPLASH, AS WELL AS, PUTTING MY LEFT KNEE THROUGH MY DASH BOARD. THE IMPACT OF THE CRASH SHOULD HAVE HIT AT LEAST ONE, IF NOT ALL, SENSORS. I FEEL THIS IS A MAJOR PROBLEM. I WILL BE FILING A FORMAL COMPLAINT WITH CHEVY REGARDING THIS ISSUE.*AK
10097100	CHEVROLET	TRACKER	2003	2004-03-20	WHILE DRIVING 37 MPH THE VEHICLE WAS INVOLVED IN A HEAD ON COLLISION. THE AIR BAGS DID NOT DEPLOY UPON IMPACT. THE PASSENGER SUSTAINED SEVERE WHIPLASH. PLEASE PROVIDE ADDITIONAL INFORMATION. *JB
10216640	CHEVROLET	TRACKER	2003	2008-01-27	I WAS DRIVING HOME FROM WORK WHEN MY CAR SWERVED TO THE RIGHT AND WENT OF THE ROAD AND HIT A GROVE OF TREES HEAD ON. MY CAR WAS TOTALED AND NONE OF MY AIRBAGS WENT OFF. WHY DOES THIS HAPPEN I COULD HAVE BEEN KILLED. ALSO I RECEIVED A SAFETY NOTICE ABOUT MY CHEVEROLET TRACKER 4 DAYS BEFORE THIS HAPPENED HAVING A PROBLEM WITH THE FRONT SUSPENSION CROSSMEMBER DOE SOMEONE HAVE TO DIE BEFORE A RECALL IS DONE AND WHY DIDN'T MY AIR BAGS GO OFF SOMEONE PLEASE LOOK AT THIS CAR BEFORE IT GETS HAULED OFF BY THE ADJUSTER!!!!!! I WAS AIRLIFTED TO THE HOSPITAL THE FIRE DEPARTMENT CUT THE ROOF OF MY CAR OFF TO GET ME OUT NO AIRBAGS WHAT HAPPENED!!!! *TR
8023281	CHEVROLET	TRAILBLAZER	2003	2002-11-19	CONSUMER STATES THAT WHILE DRIVING APPROXIMATELY 35-40MPH SLID OFF ROAD AND CRASHED INTO A DITCH HEAD-ON. BOTH DRIVER AND PASSENGER AIR BAGS DID NOT DEPLOY. TS
10040870	CHEVROLET	TRAILBLAZER	2003	2003-09-25	TRAVELING 55 MPH WHEN ANOTHER VEHICLE CROSSED THE ROAD CAUSING ME TO HIT THE SIDE OF HIS VEHICLE HEAD ON. NO AIR BAGS DEPLOYED.
10054479	CHEVROLET	TRAILBLAZER	2003	2004-01-16	LOSING CONTROL OF MY VEHICLE ON ICY PAVEMENT , VEHICLE SLID OFF OF THE ROAD , HEAD-ON INTO A TREE. DRIVERS SIDE AND PASSENGER SIDE AIR BAGS FAILED TO DEPLOY. SERIOUS INJURIES OCCURED , WHICH MAY HAVE BEEN LESSENED IF THE SAFETY FEATURES WE PAY FOR ACTUALLY WORK.*AK ER DOCTORS AND STATE POLICE WERE TERRIBLY ANNOYED , SINCE THERE HAVE BEEN SEVERAL REPORTS OF SAME FAILURE IN DESIGN. NO RESPONSE FROM DEALER OR MANUFACTURER, AS OF YET !!!*AK
10055534	CHEVROLET	TRAILBLAZER	2003	2004-01-11	AFTER HITTING A TREE HEAD ON AIR BAGS DID NOT DEPLOY. *AK
10065438	CHEVROLET	TRAILBLAZER	2003	2004-03-24	WHILE DRIVING AT 40 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A FRONTAL COLLISION. CONSUMER WAS WEARING SEAT BELTS, BUT NONE OF THE AIR BAGS DEPLOYED. CONSUMER SUSTAINED A BROKEN NOSE,SCRAPES, AND BRUISES TO CHEST AND WRIST. *AK
10113264	CHEVROLET	TRAILBLAZER	2003	2004-08-01	CHEVROLET TRAILBLAZER 2003 UPON IMPACT AIRBAG DID NOT DEPLOY. *BF THE CONSUMER REAR ENDED ANOTHER VEHICLE. *JB
10174616	CHEVROLET	TRAILBLAZER	2003	2006-11-22	2003 CHEVY TRAILBLAZER AIR BAGS NEVER CAME OUT AFTER HAVING IMPACT INTO TWO TREES FORCING THE DRIVER INTO THE STEERING WHEEL. NOTHING AT THIS TIME HAS BEEN CORRECTED TO REPAIR THE SUV. GM NEED TO BE ALERTED OF THIS FAILURE TO CORRECT THE PROBLEM! *NM
10208796	CHEVROLET	TRAILBLAZER	2003	2007-11-10	TL*THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 40 MPH, THE CONTACT SWERVED TO AVOID AN ANIMAL AND CRASHED INTO A TREE. THE FRONT AIR BAGS FAILED TO DEPLOY. THE VEHICLE IS CURRENTLY AT A TOW YARD AND WILL BE TOWED TO THE INSURANCE COMPANY FOR INVESTIGATION. THE MANUFACTURER FILED A REPORT AND THE CONTACT IS AWAITING A CALL BACK. THE CURRENT AND FAILURE MILEAGES WERE 60,000.
10219898	CHEVROLET	TRAILBLAZER	2003	2008-02-08	TL*THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 32 MPH, THE CONTACT CRASHED INTO A BUILDING. THE VEHICLE WAS DESTROYED. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED INJURIES TO HER MOUTH AND EYE. THE AMBULANCE ARRIVED ON THE SCENE AND TRANSPORTED THE CONTACT TO THE HOSPITAL. A POLICE REPORT WAS FILED. CHEVROLET HAS NOT BEEN NOTIFIED. THE VIN, ENGINE SIZE, AND NUMBER OF CYLINDERS WERE UNKNOWN. THE CURRENT AND FAILURE MILEAGES WERE 71,000.
10223723	CHEVROLET	TRAILBLAZER	2003	2008-03-13	TL*THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 45 MPH, THE CONTACT REAR ENDED ANOTHER VEHICLE. THE FRONT AIR BAGS FAILED TO DEPLOY. THERE WERE NO INJURIES AND A POLICE REPORT WAS FILED. THE VIN AND ENGINE SIZE WERE UNKNOWN. THE FAILURE AND CURRENT MILEAGES WERE 77,000.
10229337	CHEVROLET	TRAILBLAZER	2003	2008-05-28	THE AIRBAG DID NOT DEPLOY IN A FRONT-END COLLISION THAT WILL MOST LIKELY TOTAL THE VEHICLE. THE OTHER VEHICLE'S DID DEPLOY. *TR
10308388	CHEVROLET	TRAILBLAZER	2003	2009-12-26	HAD CAR ACCIDENT WAS HIT BY ANOTHER VEHICLE AND HIT A RETAINING WALL GOING ABOUT 45 MILES AN HOUR AND AIR BAG DID NOT DEPLOY 2003 TRAIL BLAZER. *TR

10313800	CHEVROLET	TRAILBLAZER	2003	2009-12-26	TL*THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 45-50 MPH IN INCLEMENT WEATHER, THE CONTACT CRASHED INTO A RETAINER WALL. SHE STATED THAT OTHER PASSING VEHICLES PUSHED HER VEHICLE INTO THE RETAINER WALL. THE AIR BAG DID NOT DEPLOY. SHE WAS ALSO INJURED WHEN THE CRASH OCCURRED. THE MANUFACTURER STATED THAT THEY WOULD TAKE PICTURES OF THE VEHICLE. THE VEHICLE HAS NOT BEEN REPAIRED. A POLICE REPORT WAS FILED. THE FAILURE AND THE CURRENT MILEAGES WERE 82,000. THE CONSUMER STATED IT WAS A HIT AND RUN ACCIDENT. UPDATED 04/07/10. *JB
10315428	CHEVROLET	TRAILBLAZER	2003	2008-06-03	2003 CHEVROLET TRAILBLAZER. S10 COMEBACK FWD LTR TO POTUS RE COMPLAINT AGAINST GM REGARDING DEFECTIVE AIRBAG, INVOLVE IN CAR ACCIDENT AND THE AIRBAG DID NOT DEPLOY. *TGW THE CONSUMER STATED ANOTHER VEHICLE HIT A DEER, CROSSED THE CENTER LANE AND HIT THEIR VEHICLE HEAD ON. THE CONSUMER STATED THE SEAT BELTS DID NOT RESTRAIN THEM. *JB UPDATED PHONE NUMBER 05/28/10. *JB
10392644	CHEVROLET	TRAILBLAZER	2003	2011-01-23	TL*THE CONTACT OWNS A 2003 CHEVROLET BLAZER. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 45 TO 50 MPH IN THE RAIN HE CRASHED HEAD ON INTO ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. THERE WERE NO AIR BAG WARNING INDICATIONS PRIOR TO THE CRASH. THE DRIVER SUSTAINED A CONCUSSION AND INJURIES TO HIS NECK, KNEE, AND FEET. A POLICE REPORT WAS FILED. THE DRIVER WAS TRANSPORTED TO THE HOSPITAL BY AMBULANCE. THE MANUFACTURER WAS CONTACTED AND OFFERED NO ASSISTANCE. THE FAILURE COULD NOT BE DIAGNOSED SINCE THE INSURANCE COMPANY DEEMED THE VEHICLE AS BEING DESTROYED. THE FAILURE AND CURRENT MILEAGE WAS APPROXIMATELY 130,000. THE VIN WAS UNAVAILABLE. UPDATED 5/2/11 *CN UPDATED 1/11/11 *CN
10425103	CHEVROLET	TRAILBLAZER	2003	2011-09-03	MY WIFE AND I WERE INVOLVED IN A HEAD ON COLLISION (HIT BY A DRUNK DRIVER) OUR AIR BAGS DID NOT DEPLOY, I SUSTAINED A C7 FRACTURE, SCALPED BY THE REAR VIEW MIRROR (22 STITCHES TO HOLD MY SCALP) 6 STITCHES ON MY NOSE AND BRUISED KNEES. MY WIFE HAS A BROKEN NOSE ALL THE BONES IN HER RIGHT FOOT BROKEN AND BRUISED KNEES. *TR
10468222	CHEVROLET	TRAILBLAZER	2003	2010-05-07	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT HE CRASHED INTO A LIGHT POLE WHILE DRIVING AT UNKNOWN SPEEDS AND THE AIR BAGS DID NOT DEPLOY. THE CONTACT SUSTAINED INJURIES BUT WAS NOT TRANSPORTED TO THE HOSPITAL. THE POLICE WAS NOTIFIED OF THE CRASHED AND A REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED. THE VIN WAS NOT AVAILABLE. THE FAILURE MILEAGE WAS 170,000.
10523466	CHEVROLET	TRAILBLAZER	2003	2013-07-04	WHILE TRAVELING IN SLOW TRAFFIC, THE CAR IN FRONT OF MY WIFE STOPPED. BY THE TIME SHE NOTICED THEY STOPPED IT WAS TOO LATE AND SHE HIT THE BACK OF THEIR FORD EXPLORER MOVING AT AROUND 20-30MPH. THE FRONT END OF OUR TRAILBLAZER WAS CRUSHED. MY DAUGHTER AND WIFE WERE WEARING THEIR SEAT BELTS. THE OFFICERS AND PARAMEDICS ON THE SCENE WERE SHOCKED THAT THE AIRBAGS DID NOT COME OUT WITH THE AMOUNT OF FRONT END DAMAGE. THEY HAD TO CUT THE BATTERY WIRES TO PREVENT THE AIRBAG FROM COMING OUT LATER WHEN SHE CLEANED OUT THE TRAILBLAZER. AN EXAMPLE OF HOW MUCH DAMAGE WAS TAKEN TO THE FRONT END, THE CORNER FENDERS WERE PUSHED BACK SO FAR THEY COULDN'T OPEN WITHER FRONT DOOR. THE FENDERS WERE CRUSHED INTO THE DOORS KEEPING THEM SHUT. I WOULD THINK WITH AN IMPACT LIKE THAT THE AIRBAGS WOULD HAVE CAME OUT, IT WAS A SQUARE HIT MEANING EVEN DAMAGE ACROSS THE FRONT END. *TR
10551243	CHEVROLET	TRAILBLAZER	2003	2013-09-26	DRIVING APPROXIMATELY 40 TO 43 MPH WHEN ANOTHER VEHICLE TURNED DIRECTLY IN FRONT OF ME. TOTAL FRONTAL DAMAGE BUCKLING UP HOOD ON MY CAR AS I HIT OTHER VEHICLE IN FRONT- END PASSENGER SIDE. THEIR AIRBAG DEPLOYED BUT MINE DIDN'T, EVEN WITH TOTAL FRONT END DAMAGE TO MY CAR. HAD SEATBELT ON, BUT DUE TO IMPACT STILL PULLED MY WHOLE BODY FORWARD (LIKE CRASH TEST DUMMY). THIS WAS A VERY HARD CRASH TOTALING MY CAR. *TR
10568108	CHEVROLET	TRAILBLAZER	2003	2008-02-14	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAIL BLAZER. THE WAS DRIVING 40 MPH, AND CRASHED INTO THE SIDE OF ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED INJURIES TO THE RIGHT SHOULDER, SPINAL STENOSIS AND FRACTURED KNEES. A POLICE REPORT WAS FILED OF THE INCIDENT. THE CONTACT STATED THAT SHE HAD ALSO BEEN INVOLVED IN TWO PRIOR CRASHES IN WHICH THE AIR BAGS FAILED TO DEPLOY. THE PREVIOUS CRASHES DID NOT RESULT IN ANY INJURIES AND A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS INSPECTED BY A REPRESENTATIVE SENT BY THE MANUFACTURER BUT THEY WERE UNABLE TO DETERMINE THE CAUSE OF THE AIR BAG FAILURE. THE FAILURE MILEAGE WAS 80,000. *TR
10596289	CHEVROLET	TRAILBLAZER	2003	2007-11-11	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAIL BLAZER. THE CONTACT STATED THAT WHILE DRIVING AN UNKNOWN SPEED, THE CONTACT ABRUPTLY APPLIED THE BRAKES TO AVOID A CRASH. THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED INTO A CEMENT BARRIER. THE VEHICLE THEN ROLLED OVER AND LANDED IN AN EMBANKMENT. THE DRIVER'S SIDE AIR BAG FAILED TO DEPLOY. THE CONTACT SUFFERED INJURIES TO THE NECK AND A BROKEN LEG. THE CONTACT ALSO STATED THAT THE IGNITION SWITCH WAS REPLACED TWICE PRIOR TO THE CRASH. THE VIN WAS NOT AVAILABLE. THE VEHICLE WAS DESTROYED. THE CAUSE OF THE FAILURE WAS UNKNOWN. THE FAILURE AND CURRENT MILEAGE WAS 70,000.
10606954	CHEVROLET	TRAILBLAZER	2003	2006-08-08	AIRBAGS DID NOT DEPLOY DURING ACCIDENT. VEHICLE WENT THROUGH A GUARD RAIL, SUSTAINED FRONT END DAMAGE. *TR

10654364	CHEVROLET	TRAILBLAZER	2003	2002-10-26	2003 CHEVROLET TRAILBLAZER. CONSUMER STATED HER HUSBAND WAS INVOLVED IN AN ACCIDENT, AND THE AIR BAGS DID NOT DEPLOY. CONSEQUENTLY, HE DIED FROM HIS INJURIES. *SS UPDATED 02/09/15. *JB
10660781	CHEVROLET	TRAILBLAZER	2003	2014-11-23	TL* THE CONTACT OWNED A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 70 MPH, A DEER JUMPED IN FRONT OF THE VEHICLE CAUSING THE CONTACT TO CRASH. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED A NECK AND BACK INJURY THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 170,000.
10681428	CHEVROLET	TRAILBLAZER	2003	2015-01-24	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 35 MPH, THE VEHICLE SLID ON ICE AND CRASHED INTO A CEMENT WALL. THE AIR BAGS DID NOT DEPLOY AND THE SEAT BELT DID NOT RESTRAIN THE CONTACT. THE CONTACT SUSTAINED CHEST, NECK, AND KNEE INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DRIVEN TO THE CONTACT'S RESIDENCE. THE VEHICLE WAS THEN TAKEN TO AN INDEPENDENT MECHANIC, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 70,000.
10694201	CHEVROLET	TRAILBLAZER	2003	2013-05-06	TL* THE CONTACT OWNED A 2003 CHEVROLET TRAILBLAZER. THE CONTACT STATED THAT WHILE DRIVING AT 50 MPH DURING INCLEMENT WEATHER CONDITIONS, THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED INTO AN EMBANKMENT. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED SPINE INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 90,000. UPDATED 5/11/15*CN
10721783	CHEVROLET	TRAILBLAZER	2003	2015-05-12	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER EQUIPPED WITH BF GOODRICH RUGGED TRAIL T/A TIRES, SIZE: P245/65R17. WHILE DRIVING AT 65 MPH, THE CONTACT HEARD A VIBRATION COMING FROM THE TIRES. THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED INTO A POLE. THE VEHICLE ROLLED OVER MULTIPLE TIMES AND THE AIR BAGS FAILED TO DEPLOY. IN ADDITION, THE CONTACT NOTICED THAT THE THREADS FROM THE REAR DRIVER SIDE TIRE HAD SEPARATED. THE CONTACT SUSTAINED HEAD, SHOULDER, ELBOW, AND HIP INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE VEHICLE AND TIRE MANUFACTURERS WERE NOT NOTIFIED OF THE FAILURE. THE VEHICLE FAILURE MILEAGE WAS 116,000 AND THE TIRE FAILURE MILEAGE WAS 40,000. THE DOT NUMBER WAS UNAVAILABLE.
10787837	CHEVROLET	TRAILBLAZER	2003	2015-10-29	TL* THE CONTACT OWNED A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 20 MPH UPHILL, A VEHICLE TRAVELING DOWNHILL CRASHED HEAD ON INTO THE CONTACT'S VEHICLE. THE FRONTAL AIR BAGS DID NOT DEPLOY. THE PASSENGER SUSTAINED WHIPLASH AND BRUISES TO THE ELBOW, CHEST, AND STOMACH THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE PASSENGER WAS ALSO INJURED AND TAKEN TO THE HOSPITAL, BUT WAS RELEASED THE SAME DAY. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE VIN WAS INVALID. THE APPROXIMATE FAILURE MILEAGE WAS 141,000.
10850437	CHEVROLET	TRAILBLAZER	2003	2016-02-03	TL* THE CONTACT OWNED A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 50 MPH, THE VEHICLE SLID ON BLACK ICE AND CRASHED INTO A DITCH. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED A CUT TO THE HEAD AND A SEVERE BACK INJURY THAT REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED AND TOWED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 186,000.
10863408	CHEVROLET	TRAILBLAZER	2003	2016-05-03	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 25 TO 35 MPH, AN ANIMAL APPEARED IN THE ROAD. THE CONTACT SWERVED AND CRASHED INTO A TELEPHONE POLE. THE AIR BAGS DEPLOYED. THE VEHICLE WAS TOWED TO THE CONTACT'S RESIDENCE. THE MANUFACTURER WAS NOT AWARE OF THE FAILURE. A POLICE REPORT WAS NOT FILED. THE CONTACT SUSTAINED HEAD, NECK, AND CHEST INJURIES THAT REQUIRED MEDICAL ATTENTION. THE FAILURE MILEAGE WAS 135,000.....UPDATED 06/15/16 *BF *CN
10927873	CHEVROLET	TRAILBLAZER	2003	2016-11-22	TL* THE CONTACT OWNED A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 78 MPH, A TIRE BLEW OUT. THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED. THE VEHICLE WAS DESTROYED AND TOWED. THE AIR BAGS FAILED TO DEPLOY. THE DRIVER SUSTAINED AN INJURED LEFT SHOULDER AND NECK, AND A HEAD ABRASION, WHICH REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 115,000.
10934115	CHEVROLET	TRAILBLAZER	2003	2016-11-29	TL* THE CONTACT OWNED A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 40 MPH IN WET WEATHER, THE VEHICLE HYDROPLANED, DROVE OFF A CLIFF, AND CRASHED INTO A TREE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED CHEST, KNEE AND ARM INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS TOWED TO A TOWING AGENCY WHERE IT WAS DEEMED DESTROYED. THE FAILURE MILEAGE WAS 160,000. UPDATED 03/01/17*LJ *JS

10969901	CHEVROLET	TRAILBLAZER	2003	2017-03-25	I WAS INVOLVED IN A HEAD-ON COLLISION, I WAS GOING AROUND 10-15 MPH AND THE VEHICLE THAT CAUSED THE ACCIDENT WAS GOING FASTER THAN I WAS GOING. MY AIRBAGS DID NOT DEPLOY. THEY SHOULD DEPLOY BETWEEN 8-14 MPH. IS ANYONE HOLDING GENERAL MOTORS ACCOUNTABLE FOR THEIR NEGLIGENCE? WE WERE ON A TWO LANE CITY STREET.
10970795	CHEVROLET	TRAILBLAZER	2003	2017-03-25	TL* THE CONTACT OWNS A 2003 CHEVROLET TRAILBLAZER. WHILE DRIVING 35 MPH, THE VEHICLE WAS INVOLVED IN A HEAD ON COLLISION. THE CONTACT'S VEHICLE WAS STRUCK FROM THE FRONT END BY ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED INJURIES TO THE LEFT LEG AND LEFT ARM, WHICH REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS TOWED. IT WAS NOT DETERMINED WHETHER OR NOT THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 150,000.
10065821	GMC	ENVOY	2003	2004-04-05	MY WIFE WAS IN AN ACCIDENT WITH OUR NEW 2003 GMC ENVOY SLT, PURCHASED IN NOVEMBER OF 2003. TO AVOID REAR ENDING THE CAR IN FRONT OF HER, SHE SWERVED THE ENVOY OFF OF THE ROAD, DOWN A HILL AND AND HIT A TREE IN THE RIGHT FRONT OR PASSENGER SIDE OF THE VEHICLE. SHE HIT THE TREE WITH SUCH FORCE THAT THE DAMAGE TO THE FRONT OF THE VEHICLE RESULTED IN A TOTAL LOSS. MY CONCERN IS THE AIR BAGS NEVER DEPLOYED IN THIS ACCIDENT. I WOULD LIKE TO KNOW WHY? AND I WOULD LIKE TO KNOW MORE INFORMATION AS TO THE OPERATION OF THE AIR BAG SYSTEM IN A GMC ENVOY.*AK
10076184	GMC	ENVOY	2003	2004-05-20	CONSUMER'S VEHICLE REAR ENDED ANOTHER VEHICLE AT 25 MPH. UPON IMPACT, AIR BAGS DID NOT DEPLOY. DEALERSHIP WAS NOTIFIED, BUT DID NOT RESOLVE THE PROBLEM. *AK THE MANUFACTURER DID NOT EXCEPT RESPONSIBILITY. *SC
10101930	GMC	ENVOY	2003	2004-11-01	WHILE DRIVING, UPON IMPACT THE AIR BAGS DID NOT DEPLOY AFTER BEING STRUCK IN A SERIOUS FRONT END COLLISION. *BF *SC
10103710	GMC	ENVOY	2003	2004-11-22	CONSUMER'S VEHICLE WAS INVOLVED IN A HEAD ON COLLISION AT 35 MPH. UPON IMPACT, AIR BAGS DID NOT DEPLOY. CONSUMER WILL NOTIFY MANUFACTURER.*AK....POLICE REPORT INCLUDED
10103904	GMC	ENVOY	2003	2004-01-18	VEHICLE WAS INVOLVED IN A FRONT COLLISION ACCIDENT AT 15 MPH DUE TO WEATHER. UPON IMPACT, AIR BAGS DID NOT DEPLOY. DEALER WAS INFORMED BY CONSUMER. *AK THE CONSUMER STATED THAT THE VEHICLE COULD ONLY BE TURNED OFF BY CUTTING THE BATTERY CABLES. *TC
10259161	GMC	ENVOY	2003	2009-02-17	ACCIDENT ON 2/17/2009 FRONT CRASH TO OTHER VEHICLE AND AIR BAG DID NOT DEPLOY HOOD DAMAGE, WINDSHIELD DAMAGE, ALL FRONT DAMAGE, DOORS COULD NOT OPEN RADIATOR DAMAGE, ENGINE DAMAGE. *TR
10281810	GMC	ENVOY	2003	2009-08-25	MY HUSBAND FELL ASLEEP AT THE WHEEL ON HIS WAY TO WORK AND HIT SEVERAL TREES. THE CAR IS TOTALED BUT THE AIRBAGS DIDN'T GO OFF. I DO UNDERSTAND THAT THE ACCIDENT WAS 100% MY HUSBANDS FAULT BUT I DON'T UNDERSTAND WHY THE AIR BAGS DIDN'T GO OFF. *TR
10554787	GMC	ENVOY	2003	2013-11-25	TL* THE CONTACT OWNS A 2003 GMC ENVOY. THE CONTACT STATED THAT WHILE DRIVING AT AN UNKNOWN SPEED, HE SLIGHTLY CRASHED INTO A CURB AND THE VEHICLE TURNED OVER IN A DITCH. THE AIR BAGS DID NOT DEPLOY AND THE CONTACT SUSTAINED NECK AND LOWER BACK INJURIES. A POLICE REPORT WAS FILED OF THE INCIDENT. THE VEHICLE WAS DEEMED DESTROYED AND TOWED TO A SALVAGE YARD. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS UNAVAILABLE.
10560852	GMC	ENVOY	2003	2014-01-16	TL* THE CONTACT OWNS A 2003 GMC ENVOY. THE CONTACT STATED THAT WHILE DRIVING AT VARIOUS SPEEDS, THE CONTACT WAS INVOLVED IN A CRASH. THE VEHICLE TRAVELED DOWN AN EMBANKMENT AND CRASHED INTO A TREE. THE AIR BAGS FAILED TO DEPLOY AND THE CONTACT SUSTAINED INJURIES TO THE ARMS. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE VIN WAS NOT AVAILABLE. THE APPROXIMATE FAILURE AND CURRENT MILEAGE WAS 100,000. *TR
10592465	GMC	ENVOY	2003	2014-04-14	MY DAUGHTER WAS DRIVING THE ENVOY AT ABOUT 45 MPH WHEN A DRUNK DRIVER PULLED OUT IN FRONT OF TRAFFIC, CAUSING EVERYONE TO SLAM ON THEIR BRAKES, AND MY DAUGHTER WAS NOT ABLE TO STOP IN TIME BEFORE REAR-ENDING ANOTHER VEHICLE. THE CAR IS TOTALED BUT THE AIRBAGS NEVER DEPLOYED. *JS
10615166	GMC	ENVOY	2003	2012-06-04	I WAS DRIVING ABOUT 40 MPH WHEN I WENT THREW A YELLOW LIGHT WHEN A OLDER LADY TURN IN FRONT OF ME, I HIT HER ON THE PASSENGER SIDE BETWEEN THE FRONT N BACK DR, , PUSHING N ROLLING N TOTALING HER SMALL SUV. SHE WAS NOT SERIOUS HURT. MY AIRBAGS DID NOT DEPLOY. MY ENVOY WAS STILL DRIVEABLE . I TOOK MY ENVOY TO MY LOCAL GMC DEALER TO HAVE THEM FIND PROB WHY THE AIRBAGS DIDN'T GO OFF, THEY OR I CALLED A REP FOR GMC, TO COME TO SIOUX FALLS TO INVESTIGATE AND HE TOLD ME THAT THE REASON THEY DIDN'T DEPLOY WAS BECAUSE I WASN'T GOING FAST ENOUGH FOR IMPACT FOR DEPLOY. I THINK THAT IS BUNCH OF BULL. CAN SOMEONE HELP ME ,IS THERE ANYTHING I CAN DO .I HEAR THAT A PERSON CAN RECEIVE CASH FROM GMC IF A PERSON S AIRBAGS DON'T GO OFF. *TR

10682693	GMC	ENVOY	2003	2015-02-10	TL*THE CONTACT OWNS A 2003 GMC ENVOY. THE CONTACT STATED THAT WHILE DRIVING AT 5 MPH, THE CONTACT DEPRESSED THE ACCELERATOR PEDAL INSTEAD OF THE BRAKE PEDAL WHICH CAUSED THE VEHICLE TO CRASH INTO A TREE. AS A RESULT, THE AIR BAG FAILED TO DEPLOY. THE CONTACT SUSTAINED INJURIES TO THE NECK AND LEFT SHOULDER WHICH REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS NOT AVAILABLE. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 189,325.
10816234	GMC	ENVOY	2003	2015-12-19	FRONT AIR BAG DID NOT DEPLOY,DRIVING IN SNOW SLID AN HIT A TREE WAS DRIVING ON A HIGHWAY.
11093358	GMC	ENVOY	2003	2018-04-20	TL* THE CONTACT OWNED A 2003 GMC ENVOY. WHILE DRIVING APPROXIMATELY 25 MPH AND ATTEMPTING TO MAKE A LEFT TURN, THE CONTACT CRASHED INTO THE FRONT END OF ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT SUSTAINED INJURIES THAT DID NOT REQUIRE MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DECLARED TOTALED BY THE INSURANCE COMPANY AND TOWED FROM THE SCENE. THE DEALER AND MANUFACTURER WERE NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT DIAGNOSED. THE FAILURE MILEAGE WAS APPROXIMATELY 300,000.
10037631	GMC	YUKON	2003	2003-08-17	WHILE DRIVING ON A RESIDENTIAL STREET CONSUMER FELL ASLEEP BEHIND THE WHEEL AND HIT ANOTHER VEHICLE ON THE FRONT DRIVER'S SIDE. SLIGHT INJURIES WERE SUSTAINED BY THE PASSENGERS OF THE OTHER VEHICLE. CONSUMER SUFFERED RIB CONTUSIONS EVEN THOUGH SEAT BELTS WERE WORN. NONE OF THE AIR BAGS DEPLOYED. CONSUMER WAS GIVEN A CITATION BY THE POLICE THAT ARRIVED ON THE SCENE.*AK
10152567	GMC	YUKON	2003	2006-03-10	DT*: THE CONTACT STATED THE VEHICLE WAS INVOLVED IN A T-BONE COLLISION AT 10MPH AND THE AIRBAGS DID NOT DEPLOY. THERE WAS NO PRE-BRAKING PRIOR TO IMPACT. ALTHOUGH THE OCCUPANTS WERE WEARING SEATBELTS, MINOR INJURIES WERE SUSTAINED. THE VEHICLE WAS TOTALED BY THE INSURANCE AGENCY. THE POLICE WERE ON THE SCENE AND A REPORT WAS TAKEN. THE VEHICLE WAS NOT SEEN BY A DEALER FOR INSPECTION.
10160618	ISUZU	ASCENDER	2003	2006-03-21	DT: THE CONTACT STATED WHILE DRIVING ON THE INTERSTATE DURING RUSH HOUR AT 55 MPH, A VEHICLE HIT THE WALL AND TAIL SPINNED IN FRONT OF CONTACT'S VEHICLE. THE CONTACT HIT THE VEHICLE WITH A FRONTAL IMPACT CAUSING SEVERE DAMAGE. UPON IMPACT, THE NONE OF THE CONTACT'S AIR BAGS DEPLOYED. THE CONTACT WAS WEARING A SEATBELT HOWEVER INJURIES WERE SUSTAIN TO THE SHOULDERS, BACK AND NECK. WHEN THE VEHICLE WAS TAKEN TO THE DEALERSHIP, THEY DETERMINED THE VEHICLE WAS OPERATING PROPERLY HOWEVER THE AIRBAGS DID NOT DEPLOY. THE MANUFACTURER HAS BEEN ALERTED. A POLICE REPORT WAS FILED AT THE SCENE.
10266207	ISUZU	AXIOM	2003	2009-04-11	TL*THE CONTACT OWNS A 2003 ISUZU AXIOM. WHILE DRIVING LESS THAN 20 MPH, THE CONTACT REAR-ENDED THE PRECEDING VEHICLE. THE FRONT END OF HER VEHICLE WAS DAMAGED. THE AIR BAGS FAILED TO DEPLOY. THE DRIVER SUSTAINED MINOR NECK, LEG, AND BACK INJURIES. THE VEHICLE WAS TOWED TO A REPAIR SHOP AND COULD POSSIBLY BE LABELED AS DESTROYED. A POLICE REPORT WAS FILED. THE CURRENT AND FAILURE MILEAGES WERE 135,850 UPDATED 05/08/09 *BF THE CONSUMER STATED THE DRIVER IN FRONT OF HIM/HER PULLED HIS EMERGENCY BRAKE BECAUSE THE DRIVER IN FRONT OF HIM STOPPED SUDDENLY AND THE CONSUMER NEVER SAW THE DRIVERS BRAKE LIGHTS. UPDATED 05/12/09. *JB UPDATED 06/09/09.*JB
11325218	ISUZU	AXIOM	2003	2020-05-15	DRIVING IN A LARGE PARKING LOT, HIT A LARGE CEMENT POLE DOING 20 MILES PER HOUR.AIR BAGS DID NOT DEPLOY. HAD NOT PUT MY SEAT BELT ON YET & HIT & SHATTERED THE WINDSHIELD KNOCKING OUT ALL OF MY FRONT UPPER TEETH. FRACTURED MAXILLA .WHY DID AIR BAGS NOT DEPLOY? *TR
8003267	CADILLAC	ESCALADE	2002	2001-07-19	WHILE DRIVING 40 MPH VEHICLE VEERED AND HIT A TELEPHONE POLE, AND AIR BAGS DIDNOT DEPLOY. DRIVER AND PASSENGER WERE INJURED. DEALER CONTACTED. HAD FRONTAL IMPACT. *AK
10064975	CHEVROLET	ASTRO	2002	2004-02-15	WHILE DRIVING 40 MPH VEHICLE WAS INVOLVED IN A FRONTAL COLLISION. UPON IMPACT, DUAL AIRBAGS DID NOT DEPLOY. NO INJURES WERE REPORTED. *AK
10178492	CHEVROLET	ASTRO	2002	2007-01-03	HIGH SPEED CAR ACCIDENT ON 1/3/07 DRIVER SEAT BELT DID NOT WORK CORRECTLY, BELT DID NOT LOCK UPON HARD BRAKING OR UPON CAR CRASH I HIT MY CHEST ON STEERING WHEEL AND MY KNEES ON DASHBOARD, MY AIRBAG DID NOT DEPLOY EITHER. *JB
10026532	CHEVROLET	BLAZER	2002	2003-06-20	CONSUMER STATES THAT WHILE DRIVING AT 35MPH. VEHICLE WAS IN A COLLISION. CONSUMER STATES THAT BOTH FRONT AIRBAGS DID NOT DEPLOY.DEALER NOTIFIED.*AK
10031954	CHEVROLET	BLAZER	2002	2003-06-20	VEHICLE RAN INTO THE BACK OF A SEMI-TRACTOR TRAILER AND AIR BAGS DID NOT DEPLOY BECAUSE IT DIDN'T CONSUMER SUSTAINED INJURIES, PAIN AND SUFFERING. DEALER NOTIFIED. *MR *CB
10048587	CHEVROLET	BLAZER	2002	2003-10-29	THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AND THE FRONT AIR BAGS DID NOT DEPLOY. THE DRIVER SUFFERED NECK AND BACK INJURIES. THE FRONT PASSENGER SUFFERED CHEST INJURIES. PLEASE PROVIDE FURTHER DETAILS. *JB

10347200	CHEVROLET	BLAZER	2002	2010-07-30	TL* THE CONTACT OWNS A 2002 CHEVROLET BLAZER. THE CONTACT WAS DRIVING APPROXIMATELY 35 MPH, AND CRASHED INTO AN UNOCCUPIED PARKED VEHICLE. THE AIR BAGS WOULD NOT DEPLOY WITH THE LEVEL OF IMPACT IN THE CRASH. WHILE THE FRONT DRIVER SIDE SHOULDER SEAT BELT WAS BEING WORN, IT FAILED TO FUNCTION AND CAUSED THE CONTACT TO MOVE IN A FORWARD POSITION AS A RESULT HER FACE STRUCK THE STEERING WHEEL. THE CONTACT SUSTAINED A BROKEN NOSE, BRUISES ON BOTH ARMS AND SHOULDER AREA. THE AMBULANCE, FIRE AND POLICE DEPARTMENT WERE CALLED TO THE SCENE. A POLICE REPORT WAS FILED OF THE INCIDENT. THE VEHICLE WAS TOWED TO A COLLISION FACILITY LOT. THE VEHICLE WAS COMPLETELY DESTROYED. THE FAILURE MILEAGE WAS APPROXIMATELY 130,000. UPDATED 10/13/10*BF UPDATED 10/14/10*JB
10402643	CHEVROLET	BLAZER	2002	2011-05-23	MY 2002 CHEVY BLAZER X-TREME AIR BAGS DIDN'T DEPLOY ON A FRONT END COLLISION AT THE SPEED OF 45 MPH, MY CAR HAS TOTAL DAMAGE. *TR
567453	CHEVROLET	SILVERADO	2002	2002-08-18	CONSUMER WAS INVOLVED IN AN ACCIDENT WHERE SHE WAS HIT HEAD ON THE RIGHT FRONT SIDE. THE AIRBAGS FAILED TO DEPLOY. CONSUMER WAS TOLD THE AIRBAGS DIDNT HAVE TO DEPLOY BECAUSE THE VEHICLE WAS STATIONARY DURING BOTH HITS, CONSUMER WAS INJURED IN THE ACCIDENT. *JG
767453	CHEVROLET	SILVERADO	2002	2002-09-01	IN DIRECT FRONTAL IMPACT AT 45 MPH, AIRBAGS FAILED TO DEPLOY.*AK
767929	CHEVROLET	SILVERADO	2002	2002-05-08	THIS TRUCK WAS INVOLVED IN A HEAD ON CRASH. I WAS RUNNING ABOUT 55 MPH AND THE OTHER VEHICLE WAS RUNNING APPROXIMATELY 35 MPH. THE TRUCK WAS A TOTAL LOSS WITH MOST OF THE DAMAGE DONE TO THE FRONT END.THE DRIVERS SIDE AIR BAG OR THE PASSENGER AIR BAG DID NOT DEPLOY. MR
767963	CHEVROLET	SILVERADO	2002	2002-09-26	THIS VEHICLE WAS INVOLVED IN A HEAD-ON COLLISION WHILE TRAVELING AT 50 MPH. BOTH THE DRIVER SIDE AND PASSENGER SIDE AIR BAGS DID NOT DEPLOY. MR
8000974	CHEVROLET	SILVERADO	2002	2001-12-10	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT 25MPH. UPON IMPACT, AIRBAGS DID NOT DEPLOY. *AK *YH
8003037	CHEVROLET	SILVERADO	2002		VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT 40-45MPH. UPON IMPACT AIR BAGS DID NOT DEPLOY. DEALER HAS BEEN CONTACTED. PLEASE PROVIDE ADDITIONAL INFORMATION.*AK
8010265	CHEVROLET	SILVERADO	2002	2002-05-21	WHILE DRIVING AT 35 MPH, THE VEHICLE WAS HIT BY AN AMBALANCE, THE AIR BAGS DIDN'T DEPLOY RESULTING IN MAJOR INJURIES TO DRIVER.*AK *MJ
8011057	CHEVROLET	SILVERADO	2002	2002-05-19	VEHICLE WAS INVOLVED IN A FRONTAL IMPACT GOING 35MPH. AIR BAG DIDN'T DEPLOY, AND LIGHT NEVER ILLUMINATED. CHEVROLET WAS CONTACTED, AND WILL BE SENDING AN INSPECTOR OUT FOR VEHICLE. PLEASE PROVIDE MORE INFORMATION.*AK
8011088	CHEVROLET	SILVERADO	2002	2002-05-12	VEHICLE WAS INVOLVED IN A 30-40 MPH FRONTAL COLLISION IN WHICH DRIVER'S AND PASSENGER'S AIR BAGS DID NOT DEPLOY, CAUSE UNKNOWN. PLEASE GIVE ANY FURTHER DETAILS.*AK
8016806	CHEVROLET	SILVERADO	2002	2002-08-19	CONSUMER WAS TRAVELING ABOUT 20MPH ON A SIDE STREET AND THERE WAS A CONCRETE PIPE LAYING ON THE ROAD, AND WITHOUT PRIOR WARNING SHE HIT THE PIPE. AIRBAGS DIDN'T GO OFF. AT DEALERSHIP IS AWARE OF PROBLEM.THE PIPE WAS A BROKE OFF LIGHT POLE. THE FRAME ON THE VEHICLE IS BENT. *JG
8017234	CHEVROLET	SILVERADO	2002	2002-08-19	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH A TREE TRAVELING APPROXIMATLY 30-40MPH, AND AIR BAGS DID NOT DEPLOY.*AK
8019177	CHEVROLET	SILVERADO	2002	2002-08-23	WHILE DRIVING AT 72 MPH CONSUMER HIT ANOTHER VEHICLE HEAD ON AND NONE OF THE AIR BAGS DEPLOYED. CONTACTED DEALER, AND DEALER STATED THAT THE VEHICLE ACTED LIKE IT SHOULD HAVE.AK
8021266	CHEVROLET	SILVERADO	2002	2002-07-19	CONSUMER STATES WHILE DRIVING 45MPH HAD A HEAD ON COLLISION AIR BAG DID NOT DEPLOY. TS
8024161	CHEVROLET	SILVERADO	2002	2002-11-19	CONSUMER STATES THAT WHEN HIT AT 55 MPH IN THE FRONT CENTER OF THE VEHICLE THE AIR BAG DID NOT DEPLOY CAUSING MINOR INJURIES TO THE CONSUMER. DEALER NOTIFIED. MR
10004706	CHEVROLET	SILVERADO	2002	2002-12-16	CONSUMER COMPLAINED ABOUT HAVING PROBLEMS WITH THE AIR BAG DEPLOYMENT. ALSO, WHILE DRIVING VEHICLE WAS INVOLVED IN A COLLISION, AND AIR BAGS DID NOT DEPLOY .PASSENGER WAS DRIVING AT 50 MPH WHEN PASSING OVER A BRIDGE ON A RAINY DAY, AND WATER FROM THE RIVER WAS SPLASHED ON THE FRONT WINDSHIELD WHICH CAUSED THE DRIVER TO LOOSE CONTROL OF THE VEHICLE. MANUFACTURE WAS NOT CONTACTED AT THE TIME OF THIS PHONE CALL. *AK
10005976	CHEVROLET	SILVERADO	2002	2003-01-29	WHILE DRIVING VEHICLE WAS IN A FRONTAL COLLISION, BUT NONE OF THE AIR BAGS DEPLOYED UPON IMPACT. THE DRIVER WAS NOT INJURED BECAUSE THEY WERE WEARING THERE SEAT BELTS.*AK
10009099	CHEVROLET	SILVERADO	2002	2003-02-21	THE VEHICLE HIT A TREE, AND NONE OF THE AIR BAGS DEPLOYED.*JB *TS
10015548	CHEVROLET	SILVERADO	2002		THE VEHICLE WAS INVOLVED IN A FRONT END COLLISION YET NEITHER FRONTAL AIR BAGS DEPLOYED. *NLM
10019853	CHEVROLET	SILVERADO	2002		THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AND NONE OF THE AIR BAGS DEPLOYED. *JB
10042035	CHEVROLET	SILVERADO	2002		WHILE DRIVING AT 43 MPH VEHICLE WAS INVOLVED IN A LEFT FRONT COLLISION. UPON IMPACT, FRONT AIR BAGS DID NOT DEPLOY, AND PASSENGER SUSTAINED INJURIES. *AK

10073268	CHEVROLET	SILVERADO	2002	2002-08-11	I WAS AT A COMPLETE STOP AT A RED LIGHT WHEN A YOUNG LADY RAN THE LIGHT FROM THE OPPOSITE DIRECTION. SHE HIT ANOTHER TRUCK THEN CROSSED OVER INTO MY LANE HITTING ME ON MY RIGHT FRONT BUMPER. LESS THAN 3 SECONDS LATER THE OTHER TRUCK HIT ME HEAD ON AT 35-40 MPH HEAD ON. THE IMPACT WAS HARD ENOUGH TO THROW ME BACKWARDS INTO SOME MOTORCYCLES BEHIND ME. MY FRONTAL AIRBAGS DID NOT DEPLOY DURING EITHER HIT. *MR
10080276	CHEVROLET	SILVERADO	2002	2004-06-27	WHILE DRIVING 45 MPH THE DRIVER ATTEMPTED TO AVOID A DEER IN THE STREET. AS A RESULT THE DRIVER LOST CONTROL OF THE VEHICLE AND HIT A TREE HEAD ON. THE CONSUMER STATED THAT,"NEITHER FRONTAL AIR BAG DID DEPLOYED ON IMPACT". THE CONSUMER WILL CONTACT THE DEALER. *NM
10115806	CHEVROLET	SILVERADO	2002	2005-03-24	A PIECE OF FURNITURE WAS LOCATED IN THE MIDDLE OF THE HIGHWAY WHILE DRIVING, CAUSING THE DRIVER TO HIT THE FURNITURE. DRIVER LOST CONTROL OF A VEHICLE ,AND IT CRASHED INTO A CONCRETE WALL. DRIVER'S SIDE SEAT BELT FAILED, AND THE AIRBAGS DID NOT DEPLOY. DRIVER REFUSED MEDICAL ATTENTION AT THAT TIME AND WENT TO THE HOSPITAL ON HIS OWN. VEHICLE WAS TOWED BY THE INSURANCE COMPANY. *AK
10127515	CHEVROLET	SILVERADO	2002	2005-07-05	DT: CONTACT STATES WHILE DRIVING APPROXIMATELY 45 MPH THERE WAS A FRONT END COLLISION. UPON IMPACT, NEITHER AIR BAG DEPLOYED. *AK
10246829	CHEVROLET	SILVERADO	2002	2008-10-13	TL*THE CONTACT OWNS A 2002 CHEVROLET SILVERADO. WHILE DRIVING 30 MPH, THE CONTACT STRUCK A DEER AND SWERVED INTO A DITCH. HIS CHEST SLAMMED INTO THE STEERING WHEEL AND WAS INJURED. THE AIR BAGS FAILED TO DEPLOY AND THE SEAT BELT DID NOT RETRACT. THE DRIVER'S SIDE BUMPER WAS CRUSHED INTO THE FRONT GRILL ALL THE WAY ACROSS TO THE PASSENGER SIDE OF THE VEHICLE. THE CONTACT CALLED THE INSURANCE AGENT, BUT NO POLICE REPORT WAS FILED. HE WAS THE ONLY OCCUPANT IN THE VEHICLE AND THE SEAT BELT WAS WORN PROPERLY AT THE TIME OF THE CRASH. THERE WAS NO MAINTENANCE PERFORMED ON THE AIR BAGS OR SEAT BELT PRIOR TO THE FAILURES. THE CONTACT FILED A COMPLAINT WITH GM CONCERNING HIS AIR BAGS AND SEAT BELT (COMPLAINT NUMBER 71-670143505). GM IS NOT TAKING RESPONSIBILITY FOR THE AIR BAG FAILURE. IN ADDITION, NO ONE CAME OUT TO INSPECT THE VEHICLE. THE FAILURE MILEAGE WAS 61,752.
10281236	CHEVROLET	SILVERADO	2002	2007-11-29	TL*THE CONTACT OWNS A 2002 CHEVROLET SILVERADO. WHILE DRIVING APPROXIMATELY 45 MPH ON NORMAL ROAD CONDITIONS, A VEHICLE CRASHED INTO THE FRONT OF THE DRIVER SIDE. THE CONTACT WAS TRANSPORTED TO THE HOSPITAL AFTER SUSTAINING INJURIES TO THE HEAD, NECK AND LIP. THE AMBULANCE AND POLICE ARRIVED AND A POLICE REPORT WAS FILED. THE AIR BAGS FAILED TO DEPLOY WITH THE MASSIVE LEVEL OF IMPACT. THERE WERE NO WARNING LIGHT INDICATORS ILLUMINATED ON THE INSTRUMENT PANEL AFTER THE CRASH. THE FRONT END OF THE VEHICLE SUSTAINED SEVERE DAMAGE. THE VEHICLE WAS TOWED TO A COLLISION CENTER AND THE VEHICLE WAS REPAIRED. THE CONTACT HAD CONCERNS OF THE SAFETY RISK INVOLVED. THE FAILURE MILEAGE WAS 40,000 AND THE CURRENT MILEAGE WAS 55,000.
10679097	CHEVROLET	SILVERADO	2002	2015-01-16	I T-BONED A MINI VAN THAT FAILED TO TO YIELD ON A TURN AT 35 MPH, MY AIRBAGS DID NOT DEPLOY. *TR
10039711	CHEVROLET	SUBURBAN	2002	2003-08-27	WHILE DRIVING AT 45 MPH VEHICLE WAS FORCED OFF OF THE ROAD INTO ONCOMING TRAFFIC. CONSUMER SWERVED TO AVOID A HEAD ON COLLISION WITH ANOTHER VEHICLE. THIS ACTION CAUSED THE VEHICLE TO CRASH THROUGH A FENCE, RUN INTO A DITCH, AND COLLIDE HEAD ON WITH AN OAK TREE. SEAT BELTS WERE WORN, BUT AT THE TIME OF THE IMPACT, THE LATCH CAME APART. VEHICLE WAS EQUIPPED WITH FRONT AND SIDE AIR AIR BAGS. UPON IMPACT, THEY DID NOT DEPLOY. CONSUMER'S KNEE WAS BROKEN, AND HE SUFFERED A CONCUSSION. POLICE AND MEDICAL HELP DID ARRIVE ON THE SCENE. MANUFACTURER AND THE DEALER HAVE BEEN NOTIFIED OF THE INCIDENT. *AK
10041031	CHEVROLET	SUBURBAN	2002	2003-01-07	I WAS HIT ON THE HEAD INSIDE MY 2002 SUBURBAN, WEARING MY SEAT BELT AT 48 MPH BY AN ONCOMING MAZDA MIATA. MY STEERING COLUMN COLLAPSED, I WENT INTO ONCOMING 3 LANES OF TRAFFIC, WENT UP A CURB, WENT THROUGH A BRICK RETAINING WALL, AND HIT A TELEPHONE POLE. MY AIRBAG DID NOT DEPLOY ON ANY OF THE 3 IMPACTS. WHY? ALSO, MY DRIVER'S SEAT CAME OFF THE TRACK. *LA
10108747	CHEVROLET	SUBURBAN	2002	2004-11-11	THE CONSUMER WAS INVOLVED IN AN ACCIDENT. THE CONSUMER WAS DRIVING ABOUT 60 MPH AND REAR ENDED ANOTHER VEHICLE AND THE AIR BAGS FAILED TO DEPLOY. ALSO THE SEAT BELTS DID NOT HOLD THE DRIVER AND PASSENGER CAUSING THEM TO GO FORWARD INTO THE WINDSHIELD. PROVIDE FURTHER DETAILS. *JB
10121922	CHEVROLET	SUBURBAN	2002	2005-05-14	DT: HUSBAND HAD AN ACCIDENT, CAR PULLED OUT IN FRONT OF HIM AND HIT THEM ON DRIVER AND BACK SEAT PASSENGER SIDE HEAD. UPON IMPACT, AIR BAG DID NOT DEPLOY.*AK
568470	CHEVROLET	TAHOE	2002	2002-06-05	ON TWO OCCASIONS THE FRONT AIR BAGS FAILED TO DEPLOY UPON FRONT IMPACT. THE VEHICLE WAS INSPECTED BY A CRASH INVESTIGATOR WHO TOLD THE CONSUMER THAT THE VEHICLE OPERATED AS DESIGNED. *NLM
8022842	CHEVROLET	TAHOE	2002	2002-10-10	THE TRUCK HIT A WALL HEAD ON BETWEEN 33-35 MPH. THE AIR BAGS FAILED TO DEPLOY UPON IMPACT ALLOWING THE DRIVER TO HIT THE WINDSHIELD WITH HIS HEAD SHATTERING IT. GENERAL MOTORS SENT SOMEONE TO DIAGNOSE THE TRUCKS' CONDITION WHICH THE CONSUMER WAS TOLD "EXCEPTIBLE STANDARDS". PLEASE DESCRIBE DETAILS TS

10050631	CHEVROLET	TAHOE	2002	2003-12-04	HAD A FRONT END COLLISION INTO THE SIDE OF ANOTHER VEHICLE WHOM RAN A RED LIGHT. WE ESTIMATED OUR IMPACT SPEED AT 30 MPH UPON COLLIDING TOGETHER. NEITHER FRONT AIRBAGS DEPLOYED. SUFFERED NECK AND BACK BRUISING AND MUSCLE STRAIN.*AK
10057036	CHEVROLET	TAHOE	2002	2004-01-23	ON JANURAY 23. 2004, I WAS REAR-ENDED ON THE FREEWAY. I WAS GOING ABOUT 65-70 MPH. A PERSON HIT ME FROM THE REAR, HE WAS TRAVELLING AROUND 100-110 MPH. I LOST CONTROL OF MY TAHOE, I WENT SIDEWAYS, THEN I SHOT FORWARD AND HIT THE CENTER DIVIDER(ON THE CENTER RIGHT SIDE OF MY CAR) AT ABOUT 65 MPH OR FASTER, I WAS SHOT BACKWARDS INTO A GUARD RAIL AND CAME OFF OF THAT AND THEN THE TAHOE ROLLED ON TO ITS SIDE, SKID FOR ABOUT 30 FEET AND THEN IT FINALLY STOPPED. MY AIR BAGS(FRONT NOR SIDE) NEVER DEPLOYED. I FEEL THAT IF THEY HAD MY WIFE NOR I WOULD HAVE BEEN INJURED. I KNOW THAT THEY ARE DESIGNED TO DEPLOY WHEN YOU HIT SOMETIME LIKE A BRICK WALL AT ABOUT 10-15 MPH. WHAT DO YOU CALL HITTING A CEMENT DIVIDER AT OVER 65 MPH.*AK
10080735	CHEVROLET	TAHOE	2002	2004-01-23	I WAS TRAVELING DOWN TO FREEWAY, DOING ABOUT 65-70 MPH. I WAS REAR ENDED BY A GUY GOING BETWEEN 100-110 MPH, I WAS THROWN OUT OF CONTROL. I HIT THE CENTER DIVIDER ALMOST HEAD ON AT ABOUT 70 MPH. I THEN BOUNCED OFF THE DIVIDER, CAME CLEAR AGCROSS ALL LANES AND HIT THE REAR GUARD RAIL, I BOUNDED OFF THAT AND ROLLED ON ITS SIDE. IN ALL MY AIR BAGS NEVER DEPLOYED.*AK
10143613	CHEVROLET	TAHOE	2002	2005-11-15	I WAS DRIVING MY 2002 TAHOE ABOUT 30-35 MPH WHEN I BLACKED OUT AND LOST CONTROL OF THE VEHICLE. I HIT A COLUMN OUTSIDE A HOTEL WHICH WAS ABOUT 2X2 FEET WITH STEEL WITHIN THE CENTER OF THE COLUMN. MY TRUCK WAS A TOTAL LOST AND THE FRONT AIRBAGS DID NOT DEPLOY AS THEY WERE SUPPOSED TO. *JB
10152394	CHEVROLET	TAHOE	2002	2006-03-09	DT*: THE CONTACT STATED WHILE DRIVING 55 MPH, THE FRONT DRIVER SIDE TIRE HAD A BLOW OUT, CAUSING THE VEHICLE TO HIT BOTH GUARD RAILS WITH THE FRONT END. THE AIRBAGS DID NOT DEPLOY. ALTHOUGH THE SEATBELT WAS WORN, THE CONTACT SUSTAINED A CONCUSSION. THERE WAS A POLICE REPORT TAKEN AT THE SCENE. THE VEHICLE WAS TOWED TO AN AUTO BODY SHOP, WHERE IT WAS DEEMED A TOTAL LOSS BY THE INSURANCE COMPANY.
10155306	CHEVROLET	TAHOE	2002	2006-03-24	ON MY WIFE'S WAY HOME FORM WORK SHE WAS INVOLVED IN AN ACCIDENT, WERE SHE REAR ENDED ANOTHER VEHICLE, THE CRASH WAS AT ABOUT 35 TO 45 MILES PER HOUR AND IT AFFECTED THE FRONT DRIVER SIDE OF OUR 2002 CHEVY TAHOE. THE IMPACT WAS SO SIGNIFICANT THAT THE FRAME OF THE TAHOE WAS BENT. THE CRASH PRETTY MUCH MIMICKED THE SAME OFF CENTER FRONT CRASH THAT THE INSURANCE INSTITUTE FOR HIGHWAY SAFETY CONDUCTS ON THEIR TESTING. THE PROBLEM WAS THAT THE FRONT AIRBAGS NEVER DEPLOYED ALTHOUGH THE ACCIDENT HAPPENED UNEXPECTEDLY, MY WIFE WAS WEARING HER SEAT BELT AND DIDN'T SUSTAINED SERIOUS INJURIES. OUR CONCERN IS THAT THE BAGS NEVER DEPLOYED AND THAT THEY MIGHT DEPLOY AT ANYTIME. THE AUTO BODY SHOP RECOMMENDED BY OUR INSURANCE COMPANY TOLD US THAT BECAUSE THE CRASH IMPACT WAS OFF CENTERED THE AIRBAG SENSOR WERE NEVER TRIGGERED. AFTER SEEING SO OF THE INSURANCE INSTITUTE FOR HIGHWAY SAFETY TEST THE BAGS SHOULD HAVE DEPLOYED. ALSO IT WAS DETERMINED THAT THE FRAME HAS TO BE REPLACED AND ALL THE BODY PARTS FIXED AND REPLACED. IF THE FRAME HAS TO BE REPLACED HOW SAFE WOULD THAT VEHICLE BE? I AM OPEN FOR ANY FARTHER CONVERSATIONS ABOUT THIS TOPIC. THANK YOU. *JB
10353935	CHEVROLET	TAHOE	2002	2010-07-28	I WAS DRIVING MY 2002 CHEVY TAHOE, A GENTLEMAN RAN A STOP SIGN, I HIT HIM AT 39 MPH, HEAD ON IN MY TAHOE, T-BONED HIS TRUCK. NEITHER AIRBAG DEPLOYED, NOR DID MY SEATBELT KEEP ME FROM HITTING THE STEERING WHEEL AND MY HEAD KNOCKING ME OUT. GM SENT SOMEONE TO LOOK AT MY CAR WHICH HAS BEEN DEEMED A TOTAL LOSS. I HAVE YET TO HEAR BACK FROM GM ON THIS INCIDENT. I PURCHASED THIS CAR BRAND NEW THINKING IT WAS SAFE. THE ONE TIME I NEEDED MY SEATBELT TO WORK, IT FAILED. THE COMPUTER IN MY CAR SHOWED BOTH SEATBELTS WERE ON AND IN WORKING ORDER, IT SHOWED THE CRASH WAS AT 39 MPH YET THE AIRBAGS DID NOT DEPLOY AND THEY WERE IN PROPER WORKING ORDER. WHATEVER ANSWER GM GIVES ME WILL NOT BE GOOD ENOUGH UNLESS THEY ADMIT TO FAULTINESS IN THEIR EQUIPMENT. *TR
10458444	CHEVROLET	TAHOE	2002	2012-04-08	REAR ENDED A VEHICLE GOING APPROX. 70 MPH AND HAD EXTENSIVE FRONT END DAMAGE HOWEVER THE AIR BAGS FAILED TO DEPLOY. DRIVER HIT HEAD ON STEERING WHEEL AND PASSENGER SUFFERED SEVER HEAD INJURY. *JS
10498415	CHEVROLET	TAHOE	2002	2013-02-14	TRAFFIC STOPPED IN FRONT OF ME UNEXPECTEDLY, I SWERVED TO AVOID CAR IN FRONT OF ME AND HIT CONCRETE WALL. AIR BAGS DID NOT WORK. MY FACE HIT STEERING WHEEL, CAUSING INJURY TO NOSE AND MOUTH. *TR
10615602	CHEVROLET	TAHOE	2002	2014-07-08	TL* THE CONTACT OWNS A 2002 CHEVROLET TAHOE. WHILE DRIVING 45 MPH, THE CONTACT'S VEHICLE WAS REAR ENDED BY ANOTHER VEHICLE. AND CRASHED INTO A GUARD RAIL. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED AND THE VEHICLE WAS DESTROYED. THE CONTACT'S HEAD STRUCK THE STEERING WHEEL AND HE WAS TRANSPORTED TO THE HOSPITAL BY AMBULANCE. THE CONTACT SUSTAINED SPINAL CORD AND NECK INJURIES. THE DOCTOR X-RAYED THE CONTACT AND DIAGNOSED HIM WITH BURNING PARESTHETIC, HYPER-ESTHESIA, AND CENTRAL CORD SYNDROME. THE CONTACT WAS RELEASED FROM THE HOSPITAL TWO DAYS AFTER THE CRASH. THE FAILURE MILEAGE WAS 285,000.

10641399	CHEVROLET	TAHOE	2002	2011-06-07	TL - THE CONTACT OWNS A 2002 CHEVROLET TAHOE. THE CONTACT STATED THAT WHILE THE DRIVER WAS DRIVING AT 45 MPH AND ATTEMPTED TO AVOID A CRASH WITH ANOTHER VEHICLE. AS A RESULT, THE DRIVER CRASHED INTO A GUARDRAIL AND THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT WAS TAKEN TO A HOSPITAL AND SUSTAINED INJURIES TO THE RIBS, THE COLLAR BONES, A BRAIN TRAUMA AND A COLLAPSED LUNG. THE DRIVER SUFFERED FROM FATAL INJURIES. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 73,000. DR
10667110	CHEVROLET	TAHOE	2002	2011-06-07	TL* THE CONTACT OWNS A 2002 CHEVROLET TAHOE. THE CONTACT STATED THAT THE DRIVER CRASHED INTO A GUARD RAIL AND THE AIR BAGS FAILED TO DEPLOY. THE DRIVER SUSTAINED MASSIVE HEAD TRAUMA, BROKEN RIBS AND BLEEDING FROM THE BRAIN, RESULTING IN A FATALITY. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE CONTACT WAS UNAWARE IF THE VEHICLE WAS DIAGNOSED OF THE FAILURE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 72,000.
10668043	CHEVROLET	TAHOE	2002	2014-11-07	TL* THE CONTACT OWNS 2002 CHEVROLET TAHOE. THE CONTACT STATED THAT WHILE DRIVING 45 MPH, ANOTHER VEHICLE CRASHED INTO THE CONTACT'S VEHICLE CAUSING THE VEHICLE TO SPIN AND BECOME UNCONTROLLABLE. IN ADDITION, ANOTHER VEHICLE CRASHED INTO THE VEHICLE CAUSING IT TO ROLL OVER SEVERAL TIMES BEFORE CRASHING INTO A GUARD RAIL. THE AIR BAGS FAILED TO DEPLOY. THE DRIVER SUSTAINED CRITICAL INJURIES AND THE FRONT PASSENGER SUSTAINED FATAL INJURIES. BOTH THE CONTACT AND FRONT PASSENGER REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 130,000.
10746088	CHEVROLET	TAHOE	2002	2011-06-07	TL* THE CONTACT OWNED A 2002 CHEVROLET TAHOE. WHILE DRIVING AT APPROXIMATELY 45 MPH, THE CONTACT CRASHED INTO A GUARD RAIL. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED A FRACTURED COLLAR BONE, SEVERAL BROKEN RIBS, HEAD TRAUMA, BRAIN BLEEDING, AND STROKES. THE CONTACT WAS PLACED INTO A MEDICALLY INDUCED COMA AND ON A RESPIRATORY MACHINE, BUT LATER DIED. THE VEHICLE WAS TOWED TO A SAVAGE YARD. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 73,000.
11382901	CHEVROLET	TAHOE	2002	2020-11-17	TL- THE CONTACT OWNS A 2002 CHEVROLET TAHOE. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 25 MPH WHEN THE VEHICLE RAN ACROSS BLACK ICE CAUSING THE CONTACT TO LOSE CONTROL OF THE VEHICLE. THE VEHICLE BEGAN TO SPEND UNCONTROLLABLY EVENTUALLY CRASHING INTO A CONCRETE WALL WITH THE FRONT-END OF THE VEHICLE. NO AIR BAGS DEPLOYED. THE CONTACT RECEIVED INJURIES TO THEIR KNEE, SHOULDER, NECK, BACK, AND EYE. MEDICAL ATTENTION WAS NEEDED. A POLICE REPORT WAS FILED. THE VEHICLE TOWED AND DEEMED TOTALED. THE DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE APPROXIMATE FAILURE MILEAGE WAS 150,000. GL
8017394	CHEVROLET	TRACKER	2002	2002-08-09	WHILE DRIVING AT 45 MPH CONSUMER T-BONED ANOTHER VEHICLE HEAD ON AND NONE OF THE AIR BAGS DEPLOYED. CONTACTED DEALER, AND THE DEALER WAS AWARE OF THE PROBLEM, BUT THEY HAD NO SOLUTION. *AK
10087309	CHEVROLET	TRACKER	2002	2004-07-20	WHILE DRIVING AT 40 MPH CONSUMER'S VEHICLE COLLIDED WITH THE LEFT SIDE OF ANOTHER VEHICLE RUNNING A STOP SIGN. CONSUMER WAS WEARING SEAT BELTS, BUT AIR BAGS DID NOT DEPLOY. CONSUMER AND A PASSENGER SUSTAINED VARIOUS BONE FRACTURES AND BRUISES. THE POLICE AND AN AMBULANCE DID ARRIVED ON THE SCENE.*AK
10264048	CHEVROLET	TRACKER	2002	2009-03-29	TL*THE CONTACT OWNS A 2002 CHEVROLET TRACKER. WHILE DRIVING AT AN UNKNOWN SPEED, THE VEHICLE LEFT THE ROAD, AND STRUCK A TREE WITH THE FRONT PASSENGER SIDE AND FENDER. THE FRAME WAS BENT IN TWO PLACES, BUT THE AIR BAGS FAILED TO DEPLOY. THERE WERE NO INJURIES. THE SEAT BELT WAS NEVER SERVICED AND WAS WORKING FINE PRIOR TO THE CRASH. A POLICE REPORT WAS FILED. THE FAILURE MILEAGE WAS 95,000.
10970730	CHEVROLET	TRACKER	2002	2017-04-05	AFTER A COLLISION WHERE MY TRACKER HIT ANOTHER VEHICLE AT AROUND 55 MPH ON A HIGHWAY, MY VEHICLE HIT DEAD ON TO THE SIDE OF ANOTHER (T-BONE) AND MY SENSOR SHOULD HAVE TRIGGERED MY AIRBAGS AND DID NOT.
8002085	CHEVROLET	TRAILBLAZER	2002	2002-01-03	WHILE BEING DRIVEN APPROXIMATELY 20 TO 25 MPH VEHICLE WENT OFF THE ROAD AND CRASHED INTO A LARGE OAK TREE. BOTH FRONTAL AIR BAGS FAILED TO DEPLOY DURING THE CRASH. BODY SHOP STATED THAT AIR BAGS SHOULD HAVE DEPLOYED DUE TO DAMAGE VEHICLE RECEIVED. DEALERSHIP HAS NOT EXAMINED VEHICLE TO DETERMINE IF THERE WAS A PROBLEM WITH THE AIR BAG SYSTEM. PLEASE PROVIDE ANY ADDITIONAL INFORMATION / DOCUMENTATION.**AK
8010014	CHEVROLET	TRAILBLAZER	2002	2002-04-08	CONSUMER STATES THAT DURING A VEHICLE CRASH THE SIDE AIRBAG DID NOT DEPLOY.*JB
8022437	CHEVROLET	TRAILBLAZER	2002	2002-11-01	WHILE TRAVELING ABOUT 40MPH THE VEHICLE WAS INVOLVED WITH A FRONTAL COLLISION. NEITHER AIRBAG DEPLOY PLEASE PROVIDE ADDITIONAL INFORMATION. DEALER IS AWARE OF THE PROBLEM. TS
10011300	CHEVROLET	TRAILBLAZER	2002	2003-03-04	THE VEHICLE WAS INVOLVED IN A COLLISION, AND THE AIR BAGS DID NOT DEPLOY.*JB
10013828	CHEVROLET	TRAILBLAZER	2002	2003-03-19	HYDROPLANED HEAD ON INTO A TREE DOING ABOUT 40 MPH. HIT THE TREE HARD ENOUGH TO BREAK THE ENGINE MOUNTS AND SHIFT THE ENGINE FORWARD INTO THE FAN, PLUS SOME TRANSMISSION DAMAGE. THE AIR BAGS DID NOT DEPLOY. *NLM

10014453	CHEVROLET	TRAILBLAZER	2002	2003-02-05	ON FEB 5TH, 2003 I REAR ENDED A STOPPED VEHICLE WHILE GOING 45 MILES AN HOUR. MY CHIN HIT THE STEERING WHEEL BUT NO AIRBAG DEPLOYED. THE BODY SHOP WAS UNABLE TO DETERMINE WHY THE AIR BAG DID NOT DEPLOY. *NLM
10015367	CHEVROLET	TRAILBLAZER	2002	2003-04-02	CONSUMER WAS HIT TWICE IN A SIDE AND FRONTAL COLLISION WHILE TRAVELING APPROXIMATELY 30MPH. NEITHER THE FRONTAL OR SIDE AIR BAGS DEPLOYED. *NLM
10027280	CHEVROLET	TRAILBLAZER	2002	2003-07-12	THE VEHICLE WAS INVOLVED IN A COLLISION, AND THE AIR BAGS FAILED TO DEPLOY. *AK THE CONSUMER SUFFERED INJURIES. *JB
10044550	CHEVROLET	TRAILBLAZER	2002		WHILE CONSUMER WAS DRIVING 25-28 MPH VEHICLE WAS T-BONED FROM ANOTHER VEHICLE AT ESTIMATED SPEED OF 30 MPH. UPON IMPACT, FRONTAL AIR BAGS FAILED TO DEPLOY. *AK
10113109	CHEVROLET	TRAILBLAZER	2002	2004-12-12	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WHILE DRIVING BETWEEN 50-55MPH. UPON IMPACT, THE AIR BAGS FAILED TO DEPLOY. AS A RESULT, DRIVER SUSTAINED CHEST INJURIES WHEN IT IMPACTED THE STEERING WHEEL.*AK
10114818	CHEVROLET	TRAILBLAZER	2002	2005-03-24	CRASH AT 35 MPH (FRONT END SQUARE) DRIVER AND PASSENGER AIR BAGS FAILED TO DEPLOY.
10115232	CHEVROLET	TRAILBLAZER	2002	2005-02-09	DURING A 30 MPH VEHICLE FRONTAL COLLISION FRONT AIR BAGS DID NOT DEPLOY. CONSUMER SUSTAINED MINOR INJURIES. THE VEHICLE WAS TOWED. DEALERSHIP WAS NOTIFIED, BUT DID NOT RESOLVE THE PROBLEM. *AK...PROBLEM WAS DISCUSSED WITH THE DEALER IN DETAIL BUT DID NOT KNOW HOW TO RESOLVE PROBLEM. *AK
10118790	CHEVROLET	TRAILBLAZER	2002	2005-04-22	WHILE DRIVING 55-60 MPH, VEHICLE HIT AN SUV THAT DROVE INTO LANE. VEHICLE THEN HIT BY TRACTOR TRAILER. VEHICLE CRASHED WITH GREAT FORCE INTO HIGHWAY DIVIDER AND LOST FRONT LEFT WHEEL, CAUSING VEHICLE TO CONTINUE TO CRASH ALONG DIVIDER. BOTH FRONT AIRBAGS AND BOTH SIDE AIRBAGS FAILED TO DEPLOY. PASSENGER IN VEHICLE SUSTAINED FRACTURES TO ORBITAL BONES AND MAXILLARY BONE IN SKULL. MAJOR RECONSTRUCTIVE SURGERY WAS REQUIRED. THE VEHICLE WAS DETERMINED TO BE A TOTAL LOSS.
10122088	CHEVROLET	TRAILBLAZER	2002	2005-05-24	DT: AIR BAG DID NOT DEPLOY IN A OFF CENTER FRONTAL COLLISION. WHILE TRAVELING ABOUT 35-40 MPH CONSUMER'S VEHICLE HIT THE REAR OF ANOTHER VEHICLE. IT WAS AT A GARAGE NEAR THE ACCIDENT SITE. NO ONE LOOKED AT THE VEHICLE BUT THE RESCUE SERVICES WERE SURPRISED THAT THE AIRBAGS DID NOT DEPLOY. INTERMITTENTLY THE SRS LIGHT WOULD COME ON. TOOK VEHICLE TO DEALER AND IT WAS REPAIRED IN JULY 2004. *AK *JB
10136929	CHEVROLET	TRAILBLAZER	2002	2005-09-15	DT: CONSUMER'S VEHICLE WAS INVOLVED IN AN ACCIDENT ON SEPTEMBER 15, 2005. UPON IMPACT, NONE OF THE AIR BAGS DEPLOYED. BACK IN SEPTEMBER OF 2002 CONSUMER'S WAS INVOLVED IN A HEAD ON COLLISION WITH THIS SAME VEHICLE, AND THE AIR BAGS NEVER DEPLOYED AT THAT TIME EITHER. HAD THE VEHICLE REPAIRED AT THE GMC DEALERSHIP. *AK
10144322	CHEVROLET	TRAILBLAZER	2002	2005-11-08	DT: THE CONTACT STATED VEHICLE WENT OFF THE ROAD AND HIT TREES AT 50-55 MPH. UPON IMPACT, THE AIRBAGS DID NOT DEPLOY. THE VEHICLE WAS TOTALED. THE FRONT END COLLAPSED, THE ENGINE WAS IN THE FIREWALL, AND THE BODY WAS PUSHED OFF OF THE FRAME. THE CONTACT SUSTAINED MINOR BRUISES AND ABRASIONS. A POLICE REPORT WAS TAKEN AT THE SCENE. THE DEALERSHIP STATED THEY HAVE NEVER HEARD OF THIS HAPPENING. *AK
10157599	CHEVROLET	TRAILBLAZER	2002	2006-05-15	DT*: THE CONTACT STATED WHILE TRAVELING 35 MPH WITH PRIOR BRAKING, THE VEHICLE VEERED OFF THE ROAD AND SLID INTO A DITCH. THERE WAS FRONT END DAMAGE; THE FRAME RAIL AND HOOD BENT. THE AIRBAGS DID NOT DEPLOY WHEN THIS OCCURRED. THE CONTACT WAS NOT IN THE VEHICLE AND THE DRIVER WAS UNAWARE OF WHAT CAUSED THE VEHICLE TO VEER OFF THE ROAD. THE DRIVER SUSTAINED HEAD TRAUMA AND THE SEAT BELT WAS NOT WORN. THERE WAS A POLICE REPORT TAKEN AT THE SCENE. THE VEHICLE WAS TOWED TO AN INDEPENDENT REPAIR SHOP, BUT HAS NOT BEEN INSPECTED BY A MECHANIC. UPDATED 06/16/06. *JB
10172513	CHEVROLET	TRAILBLAZER	2002	2006-07-01	DT*: THE CONTACT STATED WHILE DRIVING 40 MPH ON A GRAVEL ROAD, CONTROL OF THE VEHICLE WAS LOST AND IT CRASHED INTO A TREE HEAD ON. THE AIR BAGS DID NOT DEPLOY. THERE WAS NO PRIOR BRAKING AND SEAT BELTS WERE WORN. THE DRIVER SUSTAINED MINOR INJURIES. THE VEHICLE WAS LATER TOWED TO AN INDEPENDENT REPAIR SHOP. THE DEALER WAS ALERTED.
10254230	CHEVROLET	TRAILBLAZER	2002	2009-01-08	TL*THE CONTACT OWNS A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 15 MPH, THE CONTACT STRUCK A PATCH OF ICE AND THE VEHICLE CRASHED INTO A LIGHT POLE. THE VEHICLE WAS COMPLETELY DESTROYED AND NONE OF THE AIR BAGS DEPLOYED. A POLICE REPORT WAS FILED AND THERE WERE NO INJURIES. THE FAILURE AND CURRENT MILEAGES WERE 56,000.

10257808	CHEVROLET	TRAILBLAZER	2002	2009-01-21	WELL SERVICED 90K MILES. TRAVELING AT 35MPH PUSHED BREAKS ALL THE WAY DOWN (FRACTURING RIGHT ANKLE) SLOWED ME DOWN BUT FAILED TO STOP AT UPCOMING RED LIGHT. STRUCK MEDIUM SIZE VEHICLE INJURING OTHER DRIVER AND CAUSING CONSIDERABLE DAMAGE TO BOTH VEHICLES. CHEVY DEALER COLLISION/SERVICE CENTER ESTIMATED \$8K IN REPAIRS. IN OTHER WORDS IT COSTS MORE TO REPAIR IT THAN WHAT THE VEHICLE IS WORTH. ALSO:"MASTER CYLINDER IS BAD" AND AIR BAGS DID NOT DEPLOY. CHEVY TECH. SAID "IMPACT WAS NOT BIG ENOUGH" . AFTER READING SOME EIGHT OTHER COMPLAINTS VERY SIMILAR TO THIS . I AM CONCERNED ABOUT DRIVING THIS OR GETTING INTO ANOTHER ONE. IS THERE NOT A BREAK LIGHT SERVICE SENSOR THAT I SHOULD HAVE NOTED.? SERVICE MANUAL FOR SCHEDULED MAINTENANCE SAYS TO CHECK FRONT AND REAR AXLE FLUID AND ADD FLUID AS NEEDED EVERY 5K TO 7K MILES AFTER 67.5K MILES. *TR
10263896	CHEVROLET	TRAILBLAZER	2002	2009-03-26	I WAS IN A CAR ACCIDENT, WHERE I WAS TRAVELING AT ABOUT 35 MPH. AN AGGRESSIVE DRIVER SPEED AROUND ME AND CUT ME OFF AND THEN STOMPED ON THIS BRAKES IN FRONT OF ME. DUE TO THAT I SWERVED TO MISS HIM CLIPPING HIS RIGHT BACK LIGHT AND BUMPER WITH MY LEFT HEADLIGHT AND BUMPER. AS I WAS SWERVING I HIT A TREE JUST ABOUT DEAD ON WITH MY AR. THE MAJORITY OF THE IMPACT OCCURRED JUST ABOUT 6 INCHES TO THE LEFT (IF LOOKING AT THE CAR) OF THE CENTER OF THE FRONT OF THE CAR. I HIT THE TREE AT A SPEED OF ABOUT 28-30 MPH. AFTER INITIAL IMPACT I WAS RUSHED TO THE HOSPITAL DUE TO UNCONSCIOUS AND FACIAL CONTUSIONS. DURING THE FIRST MOMENTS AFTER THE ACCIDENT, ONE OF THE FIRST THINGS OFFICERS, EMTS AND WITNESSES SAID WAS "I CAN'T BELIEVE THE AIRBAGS DIDN'T GO OFF". IN THE RECENT DAYS AFTER THE ACCIDENT I HAVE HAD SEVERAL MECHANICS AND SUCH APPRAISE THE CAR, THE ONE COMMON THEME THEY ALL SHARE IS THAT THEY SUSPECT THERE MIGHT NOT BE AN AIRBAG WHERE IT BELONGS. OR THE LACK THERE OF. *TR
10294686	CHEVROLET	TRAILBLAZER	2002	2009-11-20	HIT HEAD ON BY ANOTHER CAR TOTALING MY CAR, AIRBAGS DID NOT DEPLOY. *TR
10314643	CHEVROLET	TRAILBLAZER	2002	2010-01-07	INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) I WAS TRAVELING SOUTHBOUND ON KY HWY 1531 (EASTWOOD FISHERVILLE RD). WHEN I APPROACHED A SHARP CURVE IN THE ROADWAY, I OBSERVED A HONDA ODYSSEY MINIVAN TRAVELING NORTHBOUND TOO FAST FOR THE ICY, SNOWY ROAD CONDITIONS. THE MINIVAN DRIVER LOST CONTROL OF HER VEHICLE AND STRUCK MY 2002 TRAILBLAZER HEAD-ON IN THE SOUTHBOUND LANE. AT THE TIME OF IMPACT, MY TRAILBLAZER WAS COMPLETELY STOPPED WITH MY RIGHT FOOT PRESSED FIRMLY ON THE BRAKE PEDAL. THE HONDA ODYSSEY AIRBAGS FULLY DEPLOYED. MY TRAILBLAZERS AIRBAGS DID NOT DEPLOY. BOTH VEHICLES WERE TOTAL LOSS. MY TRAILBLAZER WAS TOWED TO GM REPAIR SHOP BAUCHMAN CHEVROLET IN LOUISVILLE KY. IT REMAINS STORED IN ITS ORIGINAL POST-ACCIDENT CONDITION. I HAVE RETAINED OWNERSHIP TITLE OF THIS VEHICLE. GM REPAIR SHOP NOTED EXTENSIVE FRAME DAMAGE AND BROKEN AIRBAG SENSOR. THIS IS THE SECOND FRONT END INJURY CRASH INVOLVING THIS TRAILBLAZER WHERE THE AIRBAGS FAILED TO DEPLOY. SEE ALSO ODI CASE # 10314629. GM WAS NOTIFIED OF INCIDENT AND AGAIN I OPENED AN INVESTIGATION WITH GM AS TO WHY THE AIRBAGS FAILED TO DEPLOY. AS OF THIS DATE (2/26/2010) GM INVESTIGATORS HAVE NOT INSPECTED THE VEHICLE. (GM CASE [XXX]). I SUFFERED LOW BACK INJURIES AS A RESULT OF THIS ACCIDENT. THIS INJURY OCCURRED 8 WEEKS AFTER SPINAL FUSION SURGERY. I HAVE BEEN IN PHYSICAL THERAPY SINCE THE ACCIDENT FOR JOINT DAMAGE IN THE SACRAL ILLIUM AREA. *TR
10343917	CHEVROLET	TRAILBLAZER	2002	2009-12-04	TL*THE CONTACT OWNS A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 70 MPH THE VEHICLE WAS INVOLVED IN A CRASH IN WHICH THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE CONTACT WAS INJURED. THE VEHICLE WAS DESTROYED AND TOWED TO AN INDEPENDENT REPAIR SHOP. THE MANUFACTURER EXAMINED THE VEHICLE BUT DID NOT INFORM THE CONTACT OF THE CAUSE OF FAILURE; HOWEVER, THEY DID OFFER HIM A SETTLEMENT. THE FAILURE AND CURRENT MILEAGES WERE 150,000. THE VIN WAS UNAVAILABLE.
10378297	CHEVROLET	TRAILBLAZER	2002	2011-01-19	AIRBAGS DIDN'T DEPLOY AND ROOF CAVED. *TR
10386658	CHEVROLET	TRAILBLAZER	2002	2007-03-06	TL* THE CONTACT OWNS A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 70 MPH IN RAINY WEATHER, THE CONTACT DROVE OVER A PUDDLE OF WATER AND LOST CONTROL OF THE VEHICLE. SHE THEN ENGAGED THE BRAKES AND THE VEHICLE SWERVED ABNORMALLY. THE VEHICLE SPUN AROUND AND CRASHED INTO THE OUTER MEDIAN. THE AIR BAGS DID NOT DEPLOY AND THE CONTACT SUSTAINED A SHOULDER INJURY. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE APPROXIMATE FAILURE MILEAGE WAS 152,000.
10587773	CHEVROLET	TRAILBLAZER	2002	2014-05-10	I WAS DRIVING AND A GUY IN A CAR CAME OVER IN MY LANE AND HIT ME HEAD ON CAUSING ME TO FLIP MY VEHICLE 4 TIMES, MY AIRBAGS DIDN'T COME OUT AND THE GUY THAT HIT ME WAS UNDER THE INFLUENCE, MY VEHICLE WAS TOTALED. *TR

10626676	CHEVROLET	TRAILBLAZER	2002	2008-03-10	I STRUCK A VEHICLE THAT BROADSIDE WHEN HE RAN A STOP SIGN. I WAS GOING APPROXIMATELY 30 TO 35 MPH WHEN I STRUCK HIS VEHICLE. THE AIR BAGS DID NOT DEPLOY. I WAS TAKEN AWAY IN AN AMBULANCE AND HAD DAMAGE TO MY CERVICAL SPINE, STOMACH AND MID SPINE. I DID INQUIRE WHERE I HAD THE VEHICLE REPAIRED, ABOUT \$8K IN DAMAGES, ABOUT WHY THE AIRBAGS DIDN'T DEPLOY. THEY SAID THEY DIDN'T KNOW BUT CHECKED AND SAID THE AIRBAG SYSTEM WAS FUNCTIONING? I SEE MANY SUCH "STORIES" ABOUT TRAILBLAZER AIRBAGS NOT DEPLOYING ON THIS SITE. IT REALLY BE NICE TO SEE SOMETHING DONE ABOUT THIS SITUATION. THIS VEHICLE HAS BEEN IN SEVERAL WRECKS AND THE AIRBAGS HAVE NEVER DEPLOYED!!!! NOTE, I HAVE WRITTEN TO CHEVROLET/GM ABOUT THIS ISSUE BUT DON'T REALLY EXPECT THEM TO RESPOND! SOME SUPPORT FROM THE NHTSA WOULD REALLY BE APPRECIATED AND IS NEEDED BEFORE ANYONE ELSE GET HURT WHEN THE AIRBAGS DON'T DEPLOY! *TR
10758946	CHEVROLET	TRAILBLAZER	2002	2014-10-15	TL* THE CONTACT OWNED A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 15 MPH ON A RAINY ROAD, THE CONTACT CRASHED INTO ANOTHER VEHICLE AND THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED A HEAD INJURY THAT REQUIRED MEDICAL ATTENTION. THE DRIVER AND PASSENGER OF THE OTHER VEHICLE SUSTAINED UNKNOWN INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE AND VIN WERE UNAVAILABLE.
10761168	CHEVROLET	TRAILBLAZER	2002	2014-10-04	TL* THE CONTACT OWNS A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 10 MPH ON AN INCLINE DURING INCLEMENT WEATHER CONDITIONS, THE CONTACT'S VEHICLE VEERED INTO ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. A POLICE REPORT WAS FILED. THE CONTACT SUFFERED A HEAD CONCUSSION THAT REQUIRED MEDICAL ATTENTION. THE FAILURE MILEAGE WAS NOT PROVIDED.
10825823	CHEVROLET	TRAILBLAZER	2002	2016-01-09	THE VEHICLE WAS INVOLVED IN A HEAD ON CRASH INTO A TELEPHONE POLE AND THE AIR BAGS DID NOT DEPLOY. THE FRONT SEAT PASSENGER WAS INJURED AND THE DRIVER STRUCK THE STEERING WHEEL AND DIED AT THE HOSPITAL FROM INTERNAL INJURIES. WE ARE TRYING TO DETERMINE WHY THE AIRBAGS DID NOT DEPLOY. THE PASSENGER WAS NOT WEARING A SEAT BELT AND IT ALSO APPEARS THAT THE DECEASED DRIVER WAS NOT WEARING A SEAT BELT.
10872510	CHEVROLET	TRAILBLAZER	2002	2016-05-26	DRIVING APPROXIMATELY 30 MILES PER HOUR, WOMAN PULLED OUT IN FRONT OF ME TO TURN ONTO THE FREEWAY. A VEHICLE NEXT TO ME HONKED THEIR HORN AND MISSED HITTING HER BUT I HIT HER ON THE PASSENGER REAR PANEL OF HER CAR, DAMAGING HER VEHICLE AND BENDING THE REAR TIRE AT AN ANGLE. THE AIRBAG DID NOT DEPLOY AND WAS ON. I WAS TRAVELING ON A CITY STREET, GOING WESTBOUND, THE OTHER DRIVER WAS TURNING TO GO NORTHBOUND.
10899776	CHEVROLET	TRAILBLAZER	2002	2016-08-29	TL* THE CONTACT OWNS A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 25 MPH, THE CONTACT'S VEHICLE CRASHED INTO A BUS AND SUSTAINED SIGNIFICANT DAMAGE TO THE FRONT END. THE AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS TOWED. THE DRIVER SUSTAINED INJURIES TO THE NECK, HEAD, TORSO, AND A DISLOCATED FINGER. MEDICAL ATTENTION WAS REQUIRED. A POLICE REPORT WAS FILED. THE CAUSE OF THE FAILURE WAS NOT DIAGNOSED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 122,000.
10957467	CHEVROLET	TRAILBLAZER	2002	2017-02-26	MY WIFE WAS IN A HEAD ON COLLISION WHERE SHE HIT A TREE GOING APPROXIMATELY 45 MILES AN HOUR. SHE WAS ON A COUNTY ROAD AND LOST CONTROL OF THE VEHICLE, HITTING THE TREE ON PRIVATE PROPERTY. THE AIRBAGS DID NOT DEPLOY, WHEN THEY SHOULD HAVE. SHE HIT HER HEAD ON THE STEERING WHEEL AT IMPACT. I HAVE UPLOADED PICTURES OF THE DAMAGE TO THE VEHICLE AND A PICTURE SHOWING THE AIRBAGS DID NOT DEPLOY.
11042967	CHEVROLET	TRAILBLAZER	2002	2016-11-22	TL* THE CONTACT OWNED A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING APPROXIMATELY 60 MPH, THE CONTACT SWERVED TO AVOID ANOTHER VEHICLE AND CRASHED INTO A MEDIAN FACING ONCOMING TRAFFIC. THE VEHICLE FLIPPED OVER EIGHT TIMES AND LANDED IN A DITCH ON THE OPPOSITE SIDE OF THE HIGHWAY. THE AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS TOWED AND DEEMED TOTALED. A POLICE REPORT WAS FILED. THE CONTACT PASSED OUT AND RECEIVED INJURIES TO THE HEAD, NECK, BACK, AND SHOULDER. MEDICAL ATTENTION WAS REQUIRED. THE DEALER WAS NOT CONTACTED. THE VEHICLE WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 04V201000 (SEAT BELTS). THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 100,000.

11289369	CHEVROLET	TRAILBLAZER	2002	2019-11-29	TL* THE CONTACT OWNED A 2002 CHEVROLET TRAILBLAZER. WHILE DRIVING AND TURNING, THE VEHICLE HYDROPLANED AND STRUCK A CONCRETE WALL HEAD ON. THE VEHICLE THEN VEERED TO THE LEFT AND STRUCK THE CENTER DIVIDER TWICE. THE AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS TOTALED AND TOWED. MOST OF THE DAMAGE WAS TO THE FRONT END OF THE VEHICLE AND THE DRIVER'S DOOR COULD NOT BE CLOSED. THE DRIVER SUSTAINED BRUISES WHERE THE SEAT WAS LOCATED. THE DRIVER WAS TRANSPORTED TO THE EMERGENCY ROOM FOR MEDICAL ATTENTION. THE DRIVER'S FACE WAS BRUISED AND A CAT SCAN WAS PERFORMED TO DETERMINE IF THERE WERE ANY BROKEN BONES, BUT THE TESTS WERE NEGATIVE. THE DRIVER ALSO TWISTED HER ANKLE AND THERE WAS A LITTLE BIT OF SWELLING ON HER KNEE. A POLICE REPORT WAS FILED. THE MANUFACTURER WANTED TO VISIT THE CONTACT'S HOME TO EXAMINE THE VEHICLE AND FIND OUT WHY THE AIR BAGS DID NOT DEPLOY. THE DEALER WAS NOT CONTACTED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED. THE FAILURE MILEAGE WAS UNKNOWN.
564451	GMC	ENVOY	2002	2001-01-13	WHILE DRIVING IN INCLEMENT WEATHER THE DRIVERS VEHICLE HIT A PATCH OF BLACK ICE SENDING THE VEHICLE OFF THE ROAD HITTING A STONE RETAINING WALL HEAD ON, NEITHER PASSENGER NOR DRIVERS SIDE AIR BAGS DEPLOYED. NLM
566612	GMC	ENVOY	2002	2002-01-14	ALL OF THE EIGHT (8) AIR BAG EQUIPPED IN THE VEHICLE FAILED TO DEPLOY DURING FRONTAL IMPACT, ALTHOUGHT PROPERLY RESTRAINED THE CONSUMER STILL SUSTAINED SERIOUS INTERNAL INJURIES, INCLUDING A LACERATED LIVER.(ATTORNEY ON BEHALF OF CLIENT) NLM
8016732	GMC	ENVOY	2002	2002-07-17	VEHICLE WAS INVOLVED IN FRONTAL COLLISION WITH POINT OF IMPACT JUST A LITTLE LEFT OF THE CENTER BUMPER. FRONT END, INCLUDING FRAME WAS TOTALED. UPON IMPACT, NEITHER AIR BAGS DEPLOYED. PLEASE DESCRIBE DETAILS. *AK
8023505	GMC	ENVOY	2002	2002-11-22	CONSUMER COLLIDED IN THE REAR OF A TRACTOR TRAILER TRAVELLING APPROXIMATELY 60-70MPH. BOTH THE DRIVER AND PASSENGER AIR BAGS DID NOT DEPLOY. TS
10002513	GMC	ENVOY	2002		WHILE TRAVELING AT 70 MPH ANOTHER VEHICLE WAS TRAVELING EAST BOUND CROSSED CONSUMERS PATH UNEXPECTEDLY, CAUSING CONSUMER TO HIT A TREE. CONSUMER STATES NONE OF THE AIRBAGS DEPLOYED. PLEASE PROVIDE ANY FURTHER INFORMATION.*JB
10009390	GMC	ENVOY	2002	2003-02-21	CONSUMER LOST CONTROL OF VEHICLE AND HIT A LEDGE, AND NONE OF THE AIR BAGS DEPLOYED. *JB THE DEALER STATED THAT IF THE VEHICLE HIT 6 INCHES TO THE RIGHT, THEN THE AIR BAGS WOULD HAVE DEPLOYED. *SCC
10029726	GMC	ENVOY	2002	2003-07-03	WHILE DRIVING 50 MPH VEHICLE WAS INVOLVED IN A FRONTAL COLLISION, BUT AIR BAGS DID NOT DEPLOY. DEALER NOTIFIED.*AK
10029894	GMC	ENVOY	2002	2003-07-15	CONSUMER STATED WHILE SHE AND HER HUSBAND WERE TRAVELING ON THE HIGHWAY AT APPROXIMATELY 40-50 MPH, THE VEHICLE IN FRONT OF THEM DECIDED TO MAKE A QUICK TURN, WHICH CAUSED HER HUSBAND TO HIT THE VEHICLE IN THE SIDE. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. BOTH SHE AND HER HUSBAND SUSTAINED INJURIES. HIS KNEES WENT INTO THE DASH AND HE WAS SORE FROM HEAD TO TOE. THIS IMPACT CAUSED HER HEAD TO SNAP BACK, RESULTING IN A CHEST WALL INJURY/A STIFF NECK, AND BACK. THIS WAS A MALFUNCTION BECAUSE THE AIR BAGS SHOULD HAVE DEPLOYED BECAUSE OF THE RATE OF SPEED. *AK *CB THE CONSUMER ALSO FELT THE SEAT BELT DID NOT REALLY PERFORM AS DESIGNED. *JB
10063773	GMC	ENVOY	2002	2004-03-21	2002 GMC ENVOY SER#[XXX] AIR BAGS DID NOT DEPLOY DRIVER TAKEN BY LIFESTAR TO HARTFORD HOSPITAL THE WHOLE LEFT SIDE OF THE VEHICLE WAS CAVED IN ALL THE WAY TO THE FRONT SEAT. *NM UPDATED 07/30/2012 *JS INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
10075683	GMC	ENVOY	2002	2004-05-14	WHILE DRIVING 30 MPH, THE CONSUMER WAS INVOLVED IN AN EIGHT VEHICLE PILE UP. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. AS A RESULT, THE DRIVER SUSTAINED SEVERE BACK AND LEG INJURIES. *AK *SC
10079342	GMC	ENVOY	2002	2004-06-16	WHILE DRIVING 55 MPH DRIVER APPLIED THE BRAKES TO SLOW DOWN THE SPEED AND CONSUMER LOST CONTROL, CAUSING THE VEHICLE TO HIT A GUARD RAIL AND ROLL OVER THREE TIMES. VEHICLE LANDED UPSIDE DOWN. UPON IMPACT, THE AIRBAG DID NOT DEPLOY, AND SEAT BELT DID NOT HOLD THE PASSENGER. *AK
10099326	GMC	ENVOY	2002	2004-11-01	AFTER BEING STRUCK HEAD ON BY A SEMI TRAILER AT 40 MPH AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS TOTALED.*AK
10101068	GMC	ENVOY	2002	2004-11-11	WHILE DRIVING 20 MPH CONSUMER'S VEHICLE COLLIDED WITH THE VEHICLE IN FRONT. UPON IMPACT, BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. DRIVER TO SUSTAINED MINOR INJURIES, AND WAS TRANSPORTED TO A HOSPITAL. THE VEHICLE WAS TOWED TO THE DEALER FOR INSPECTION. *AK
10129259	GMC	ENVOY	2002	2005-07-18	I WAS TRAVELLING AT APPROXIMATELY 35MPH AND AS I WAS HEADING TOWARD A SIGNAL LIGHT WHEN A VAN TURNED LEFT IN THE OPPOSITE DIRECTION OF TRAVEL. MY VEHICLE'S FRONT END STRUCK THE VAN'S PASSENGER SIDE DOOR. AIR BAGS DID NOT DEPLOY UPON IMPACT ALTHOUGH VAN'S BOTH FRONTAL AIR BAGS DID DEPLOY.MY FACE HIT THE STEERING WHEEL AND KNEES HIT THE BOTTOM OF THE DASHBOARD. PASSENGER WAS ALSO BRUISED ON KNEES

10211793	GMC	ENVOY	2002	2007-12-05	TL*THE CONTACT OWNS A 2002 GMC ENVOY. WHILE DRIVING 20 MPH UPHILL IN ICY WEATHER, THE VEHICLE SLID OFF THE ROAD. NONE OF THE AIR BAGS DEPLOYED AND THE VEHICLE WAS COMPLETELY DESTROYED. THE PASSENGER WAS SEVERELY INJURED. THE CONTACT FILED A FORMAL COMPLAINT WITH THE MANUFACTURER. HE HAS A COPY OF THE POLICE REPORT. THE CURRENT AND FAILURE MILEAGES WERE 115,000. UPDATED 01/07/08 *BF UPDATED *JB
10246849	GMC	ENVOY	2002	2008-10-03	MY WIFE AND I WERE HEADED SOUTHBOUND ON 685 IN ROUND ROCK, TX IN OUR 2002 GMC ENVOY AT APPROX. 9:35 PM WHEN A DRIVER IN A MINI VAN RAN A RED LIGHT AT THE INTERSECTION OF 685 AND GATTIS SCHOOL RD. OUR VEHICLE STRUCK THEM IN THE REAR PASSENGER QUADRANT. THE SPEED LIMIT IS 60 MPH AT THIS INTERSECTION AND WE DID NOT HAVE TIME TO BRAKE. EVEN THOUGH THE FRONT OF OUR VEHICLE WAS CRUSHED INTO THE ENGINE COMPARTMENT, NO AIRBAGS DEPLOYED. MY WIFE, WHO IS IN THE HABIT OF WEARING HER SEATBELT (ALTHOUGH WE STILL CANNOT CONFIRM ONE WAY OR THE OTHER) STRUCK THE REAR VIEW MIRROR WITH HER HEAD WITH ENOUGH FORCE TO BREAK A HOLE IN THE WINDSHIELD WHERE IT WAS ATTACHED AND BREAK THE WINDSHIELD AROUND IT. SHE WAS TRANSPORTED TO THE HOSPITAL WITH A CONCUSSION AND HAD FOR A TIME GONE INCOHERENT AND UNRESPONSIVE WITH SHORT TERM MEMORY LOSS. SHE HAS HAD DAILY HEADACHES SINCE WITH SOME EXTREMELY SEVERE. SHE ALSO HAD MULTIPLE SEVERE CONTUSIONS DOWN HER LEFT SIDE, PARTICULARLY IN HER UPPER LEFT THIGH WITH A LARGE HEMOTOMA THAT IS STILL GIVING HER PROBLEMS. OUR VEHICLE WAS SUBSEQUENTLY TOTALED BY THE INSURANCE COMPANIES. WE HAVE CONTACTED GM ABOUT THE FAILURE OF THE AIRBAGS TO DEPLOY AND THEY ARE CURRENTLY INVESTIGATING AND SENT AN INVESTIGATOR TO DOWNLOAD THE COMPUTER INFORMATION LAST WEEK. THERE IS A POLICE REPORT THAT WAS FILED BY THE TEXAS DPS INVESTIGATING OFFICER. *TR
10437615	GMC	ENVOY	2002	2011-11-16	CAR HAD A HEAD ON COLLISION WITH ANOTHER CAR THAT JUMP FROM THE OPPOSITE TRAFFIC. BOTH CARS WERE TOTALED BECAUSE OF THIS ACCIDENT, BUT MY AIRBAGS DID NOT DEPLOY AT THE TIME OF THE ACCIDENT. *KB
10667172	GMC	ENVOY	2002	2013-07-07	MY SON (17) WAS COMING HOME AND CRASHED INTO A LIGHT POLE, WE DON'T KNOW WHAT CAUSED HIM TO CRASH NO ALCOHOL OR DRUGS WERE INVOLVED AND THE AIRBAGS DID NOT DEPLOY...HE WAS TRAPPED IN THE CAR AND DIED FROM BLUNT FORCE TRAUMA TO THE HEAD. *TR
10723011	GMC	ENVOY	2002	2014-06-28	I AND MY PASSENGER WERE IN AN ACCIDENT ABOUT A YEAR AGO, A VERY HARD FRONT END IMPACT, AND NONE OF THE AIR BAGS DEPLOYED. WE WERE BOTH TRANSPORTED TO THE ER BY AMBULANCE, I HIT THE STEERING WHEEL HARD SO HARD THAT IT BENT INWARDS AND BROKE MY NOSE ALSO HAD A CONCUSSION. HE WAS IN THE FRONT PASSENGER SEAT AND HIT THE FRONT DASH, WHERE THE AIR BAG SHOULD HAVE DEPLOYED, HE BROKE HIS FRONT TEETH AND ALSO HAD A CONCUSSION. I'VE ALSO HAD MANY OF THE SAME ISSUES THAT EVERY OTHER 02 OR 03 ENVOY HAS YET MY VIN PULLS NO RECALLS. THIS NEEDS TO BE INVESTIGATED!!!! THANKS.
11179980	GMC	ENVOY	2002	2019-02-12	I WAS ON MY WAY HOME ON HWY/US 151 GOING APPROX. 55-60 MPH (65 MPH ZONE) WHEN I HIT A DEER WHICH CAUSED MY VEHICLE TO LOSE CONTROL AND SLAMMED INTO THE START OF A GUARDRAIL AT NO LESS THAN 45 MPH BRINGING MY 2002 GMC ENVOY TO A COMPLETE STOP, AT MOST 2-3 FEET FROM INITIAL IMPACT TO BE EXACT. THE AIRBAGS DID NOT DEPLOY. FRONT DASH NOR SIDE IMPACT BAGS, NOTHING. N I HIT HARD. LUCKILY I WASNT SERIOUSLY INJURED ONLY MINOR BRUISING AND QUITE SORE FROM WHIPLASH AND BEING THROWN INTO THE DOOR AN A BIT SHAKEN N LUCKILY HAD NO PASSENGERS. AS FOR MY ENVOY, IT IS A TOTAL LOSS AND UNFORTUNATELY I ONLY HAD LIABILITY INSURANCE SO NOW IM SCREWED WITHOUT A VEHICLE AND AFTER ALL OTHER PROBLEMS IVE FACED WITH MY GMC ENVOY I WILL NEVER OWN A GM AGAIN. TAKE GM PRODUCTS TO THE DUMP.
8021614	GMC	YUKON	2002	2002-10-13	CONSUMER STATES THAT AT 50 MPH UNDER RAINY CONDITIONS, CONSUMER LOSS CONTROL OF VEHICLE AND HIT A TREE. VEHICLE WAS TOTALED. NONE OF THE VEHICLES AIRBAGS DEPLOYED. PLEASE PROVIDE ANY FURTHER INFORMATION. TS
10004394	GMC	YUKON	2002	2002-12-09	WHILE DRIVING AT 25 MPH THE VEHICLE WAS INVOLVED IN AN ACCIDENT WHERE AIRBAGS DID NOT DEPLOY. DEALER NOTIFIED. PLEASE PROVIDE ADDITIONAL INFORMATION. TS
10126105	GMC	YUKON	2002	2005-06-13	DT: CONSUMER GOT IN AN ACCIDENT AND TOTALED THE VEHICLE, THE FRONT AND SIDE AIR BAGS NEVER DEPLOYED. CONSUMER WAS GOING ABOUT 70 MPH AND HIT HEAD ON AND THE VEHICLE ROLLED 4 TIMES. *AK *SB
10132894	GMC	YUKON	2002	2005-07-15	DT: WHILE DRIVING DOWN THE MAIN ROAD AT 45 MPH, THE CONSUMER TOOK HIS EYES OFF THE ROAD AND WENT INTO THE GRAVEL AND THEN INTO A DITCH AND HIT A MAILBOX. THE CONSUMER WENT THROUGH THE PASSENGER SIDE WINDSHIELD. THE RIGHT WHEEL FELL OFF AND THE FRONT BUMPER SMASHED INTO THE ENGINE AND THE FRAME WAS BENT. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THE VEHICLE WAS EQUIPPED WITH FRONT AND SIDE AIR BAGS. THE AIR BAG LIGHT WAS NOT ON AND NEVER HAD BEEN ON. THERE WERE NO PROBLEMS WITH VEHICLE BEFORE THIS INCIDENT. THERE WERE NO OTHER VEHICLES INVOLVED. THE VEHICLE HAS NEVER BEEN IN AN ACCIDENT THERE WERE NO RECALLS ON THE AIR BAGS. THE MANUFACTURER HAS NOT BEEN CONTACTED, BUT WILL BE CONTACTED TODAY.THERE WAS A POLICE REPORT WAS TAKEN. *AK

10261762	GMC	YUKON	2002	2009-02-23	TL*THE CONTACT OWNS A 2002 GMC YUKON. WHILE DRIVING APPROXIMATELY 55 MPH, THE CONTACT CRASHED INTO ANOTHER VEHICLE. HIS VEHICLE WAS COMPLETELY DESTROYED AND NONE OF THE AIR BAGS DEPLOYED. THE DRIVER SUSTAINED MODERATE BODILY INJURIES. IT HAS NOT YET BEEN DETERMINED WHY THE AIR BAGS FAILED TO DEPLOY. THE CONTACT HAS PICTURES OF THE FAILED INCIDENT AND A COPY OF THE POLICE REPORT. HE FILED A COMPLAINT WITH THE MANUFACTURER. THE FAILURE AND CURRENT MILEAGES WERE 107,000.
10544196	GMC	YUKON	2002	2013-09-12	TL* THE CONTACT OWNS A 2002 GMC YUKON. THE CONTACT STATED THAT WHILE DRIVING 45 MPH, HE CRASHED INTO THE PASSENGER'S SIDE OF ANOTHER VEHICLE AND THE AIR BAGS FIRED TO DEPLOY WITH THE IMPACT. IN ADDITION, THE SEAT BELT FAILED TO SECURE AS DESIGNED. THE CONTACT SUSTAINED A BRUISED RIB AND AN INJURY TO THE LEFT LEG. A POLICE REPORT WAS NOT FILED. THE VEHICLE WAS DESTROYED AND TOWED TO A SALVAGE FACILITY. THE MANUFACTURER WAS NOT NOTIFIED OF THE DEFECT. THE APPROXIMATELY FAILURE MILEAGE WAS 142,000.
10690133	GMC	YUKON	2002	2015-01-06	TL*THE CONTACT OWNS A 2002 GMC YUKON. THE CONTACT STATED THAT AFTER BEING INVOLVED IN A COLLISION, THE AIR BAGS FAILED TO DEPLOY. THE DETAILS OF THE COLLISION WERE NOT AVAILABLE. THE VEHICLE WAS DESTROYED. A POLICE REPORT WAS FILED. THE CONTACT SUSTAINED BACK INJURIES THAT DID NOT REQUIRE MEDICAL ATTENTION. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 225,000. THE VIN WAS UNAVAILABLE.
11298082	GMC	YUKON XL	2002	2019-02-05	I SWERVED TO MISS A DEER AND I HIT A TREE RUNNING 47 MPH AND MY AIR BAGS DIDN'T DEPLOY AND NO ONE CAN TELL ME WHY. MY HUSBAND AND I WERE VERY LUCKY BUT WHY DIDN'T THE AIR BAGS DEPLOY? MY HUSBAND WAS OUT OF WORK FOR 5 MONTHS DUE TO TORN LIGAMENTS IN HIS SHOULDERS AND STILL HAS TO HAVE SURGERY.
10048726	ISUZU	AMIGO	2002		THE TRUCK IMPACTED A TREE WHILE DRIVING 40 MPH AND AS A RESULT THE TRUCK'S FRONT BUMPER WRAPPED AROUND THE TREE. NEITHER THE DRIVER'S SIDE NOR PASSENGER'S SIDE AIR BAG DEPLOYED UPON IMPACT. THE DRIVER SUSTAINED SEVERE INJURIES, BUT NO BROKEN BONES. THE CAUSE OF THE AIR BAG FAILURE IS YET TO BE DETERMINED. PLEASE PROVIDE ANY ADDITIONAL INFORMATION. *NLM
764947	ISUZU	AXIOM	2002	2002-07-02	WE WERE INVOLVED IN AN ACCIDENT ON I270 IN ST. LOUIS, MO. A SEMI- TRUCK DOING APPROXIMATELY 35 MPH STRUCK US IN THE REAR AND FORCED US INTO THE PICK UP TRUCK IN FRONT OF US. THE AIR BAGS DID NOT DEPLOY, DESPITE THE SQUARE FRONT TO REAR IMPACT. THE FRONT PASSENGER SEAT IN MY VEHICLE BROKE, TWISTING THE PASSENGER TO THE SIDE, FACING THE STEERING WHEEL. *AK
10033920	ISUZU	AXIOM	2002	2003-08-13	CONSUMER STATED WHILE DRIVING AT 50 MPH CONSUMER'S VEHICLE REARENDED ANOTHER VEHICLE. UPON IMPACT, AIR BAGS FAILED TO DEPLOY. *AK
10050524	ISUZU	AXIOM	2002	2003-12-15	WHILE DRIVING AT 25 MPH LEFT FRONT TIRE BLEW OUT, DRIVER LOST CONTROL AND HIT A GUARD RAIL. UPON IMPACT, NONE OF THE AIR BAGS DEPLOYED. GOODYEAR, SIZE P235/65R17, DOT# UNKNOWN. CONSUMER STATED THERE WAS NOT AN ISSUE WITH THE TIRE, BUT HIS SON RAN OVER SOMETHING AND BLEW THE TIRE. *AK
10128420	ISUZU	AXIOM	2002	2005-07-11	DT: ON JULY 3RD THE CONSUMER RECEIVED A RECALL LETTER IN REFERENCE TO THE PASSENGER SIDE AIR BAG, RECALL # 03V113000. THE VEHICLE WAS TAKEN TO GALLES MOTOR CO. TO HAVE THE RECALL REPAIRED AT NO COST TO THE CONSUMER. ON JULY 11, 2005 THE CONSUMER'S WIFE HAD AN ACCIDENT IN WHICH SHE WAS INJURED. SHE REAR ENDED A CAR SITTING AT A RED LIGHT WHILE SHE WAS GOING 45 MPH. SHE WAS WEARING A SEAT BELT AT THE TIME BUT THE AIR BAGS DID NOT DEPLOY. THE WEATHER WAS DRY AND THE ROAD CONDITIONS WERE GOOD. THE VEHICLE HASN'T BEEN TAKEN TO THE DEALER YET FOR INSPECTION. THE DEALER WAS CONTACTED AND THEY SAID FOR HIM TO TAKE IT TO A MECHANIC. HE HASN'T BEEN ABLE TO GET A HOLD OF THE MFR. AT PRESENT, HIS CAR IS STILL AT THE WRECKING YARD. *NM
10148582	ISUZU	AXIOM	2002	2005-12-23	DT*: THE CONTACT STATED ON DECEMBER 23, 2005 WHILE DRIVING AT 60 MPH ON A DRY HIGHWAY THE CONTACT WAS RUN OFF THE ROAD BY A TRUCK. THE VEHICLE THEN COLLIDED WITH THE ROAD PARTITION, AND CRUSHED THE ENTIRE FRONT END OF THE VEHICLE. THE AIR BAGS DID NOT DEPLOY, AND THE DRIVER SUFFERED BRUISING FROM THE SAFETY BELT. THERE IS A RECALL, #02V213000 BUT THE CONTACT WAS NOT NOTIFIED OF THE RECALL WHEN THE VEHICLE WAS PURCHASED. UPDATED 02/28/06. *JB
8023834	ISUZU	RODEO	2002	2002-10-25	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH A POLE AT 35-40MPH AND NEITHER AIRBAG DEPLOYED. VEHICLE IS TOTALED DRIVER IN A COMA DEALER IS AWARE OF THE PROBLEM. TS
10049812	ISUZU	RODEO	2002	2003-11-28	WHILE MERGING ONTO THE INTERSTATE VEHICLE DROVE OVER SOME BLACK ICE, VEHICLE THEN SPUN AROUND, HIT A CONCRETE BARRIER, AND A GUARD RAIL. UPON IMPACT, FRONT AIR BAGS DID NOT DEPLOY. THE DRIVER AND PASSENGER SUSTAINED MINOR INJURIES. *AK
10184163	ISUZU	RODEO	2002	2006-11-19	CAR WAS INVOLVED IN AN ACCIDENT WHERE IT STRUCK THE BACK OF ANOTHER VEHICLE. THE COLLISION WAS ENOUGH TO CAUSE OVER \$4000.00 IN DAMAGE TO THE ISUZU BUT THE AIR BAGS FAILED TO DEPLOY. *JB

10443695	ISUZU	RODEO	2002	2011-05-18	TL* THE CONTACT OWNS A 2002 ISUZU RODEO. THE CONTACT WAS DRIVING APPROXIMATELY 35 MPH WHEN THE VEHICLE BEGAN TO ERRONEOUSLY DRIFT TO ONE SIDE. THE CONTACT LOST CONTROL OF THE VEHICLE AND THE VEHICLE MOVED INTO THE SHOULDER, CRASHING INTO THE BARRIER WALL ABRUPTLY. THE CONTACT WAS KNOCKED UNCONSCIOUS AND THE CONTACTS FOOT LANDED ON THE ACCELERATOR PEDAL AS HE LOST CONSCIOUSNESS. THE CONTACT WAS NOT AWARE AS THE VEHICLE CONTINUED TO ACCELERATE INTO ONCOMING TRAFFIC. THE VEHICLE THEN CRASHED INTO A TREE BEFORE FLIPPING. THE SEAT BELTS DETACHED FROM ITS HOUSING UNIT AND THE AIR BAGS NEVER DEPLOYED. THE CONTACT SUSTAINED SEVERE INJURIES TO THE HEAD, FACE, PELVIS AND SPINE. A PASSENGER WAS ALSO INJURED AND BOTH THE CONTACT AND THE PASSENGER WERE TRANSPORTED TO THE HOSPITAL. A POLICE REPORT WAS FILED OF THE INCIDENT AND THE VEHICLE WAS DESTROYED. THE FAILURE AND THE CURRENT MILEAGE WAS 150,000.
10553570	ISUZU	RODEO	2002	2013-11-24	WHILE TRAVELING ON A ROAD, A HORSE RAN ACROSS AND CAUSED A COLLISION. THE FRONT OF THE VEHICLE IS DAMAGED, AS WELL AS, BOTH SIDE WINDOWS AND THE RADIATOR. NONE OF THE AIRBAGS DEPLOYED CAUSING INJURIES TO TWO PEOPLE IN THE VEHICLE. THE OFFICER AT THE SCENE SAID THE AIRBAGS SHOULD HAVE DEFINITELY DEPLOYED. *TR
745117	CHEVROLET	ASTRO	2001	2001-04-19	VEHICLE WAS IN AN OFFSET FRONTAL CRASH, STRIKING THE REAR OF A FULL SIZE PICKUP TRUCK WITH THE LEFT HALF OF THE FRONT OF THE VAN. UPON IMPACT, FRONTAL AIR BAGS FAILED TO DEPLOY. *AK
8006423	CHEVROLET	ASTRO	2001	2002-03-06	WHILE DRIVING 35 MPH THE VEHICLE REAR ENDED A BUS YET THE AIRBAGS DID NOT DEPLOY, THE VEHICLE WAS A TOTAL LOSS. NLM *JG
886165	CHEVROLET	BLAZER	2001		WHILE TRAVELING 30-35 MPH AND AS A RESULT OF AN ACCIDENT AIR BAGS DID NOT DEPLOY. PLEASE PROVIDE FURTHER INFORMATION.*AK
894582	CHEVROLET	BLAZER	2001	2001-08-10	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION. SPEED WAS NOT DETERMINED, UPON IMPACT, BOTH AIR BAGS DID NOT DEPLOY, DEALER WAS NOTIFIED. *AK *YH
8015457	CHEVROLET	BLAZER	2001	2002-07-05	WHILE IN A FRONTAL IMPACT NONE OF THE AIR BAGS DEPLOYED. DEALER CONTACTED.*AK
8017355	CHEVROLET	BLAZER	2001	2002-07-07	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION INTO A DIRT WALL. UPON IMPACT, NEITHER AIR BAG DEPLOYED. FEEL FREE TO PROVIDE ANY FURTHER INFORMATION.*AK
8017786	CHEVROLET	BLAZER	2001	2002-08-16	WHILE DRIVING AT 35MPH AND WITH NO WARNING WHEN VEHICLE WAS HIT IN FRONT CENTER AIR BAGS DID NOT DEPLOY. DEALER NOTIFIED.*AK
8020006	CHEVROLET	BLAZER	2001	2002-09-14	CONSUMER STATES THAT WHEN HIT AT 40MPH IN THE FRONT CENTER OF THE VEHICLE THE AIR BAG DID NOT DEPLOY. DEALER NOTIFIED. NLM
8023471	CHEVROLET	BLAZER	2001	2002-07-01	WHILE TRAVELING ABOUT 55MPH ON THE HIGHWAY WITHOUT PRIOR WARNING SHE HIT AN ENBANKMENT. AND THE VEHICLE FLIP AND THE DRIVER SIDE AIRBAG DIDN'T DEPLOY. PLEASE FILL IN ADDITIONAL INFORMATION DEALER IS AWARE OF THE PROBLEM. PH
10002341	CHEVROLET	BLAZER	2001		CONSUMER STATES WHILE DRIVING 30MPH HAD FRONT END COLLISION AND NEITHER PASSENGER OR DRIVERS AIR BAG DEPLOYED. PLEASE PROVIDE ANY ADDITIONAL INFORMATION. TS
10060150	CHEVROLET	BLAZER	2001	2004-02-24	DRIVER SIDE AIR BAG FAILED TO DEPLOY IN A CRASH THROUGH: 1. A SIX FOOT TALL WOODEN FENCE AT ALMOST 30MPH, THEN 2. THE EXTERIOR SIDE OF A 2-STORY HOME THAT CONTAINED THE KITCHEN SINK AND PLUMBING FIXTURES, WHILE SMASHING UP AND OVER THE FIFTEEN-INCH CONCRETE FOUNDATION, FRONT-END FIRST.*AK
10072173	CHEVROLET	BLAZER	2001	2004-04-30	WHILE DRIVING AT 53 MPH, THE CONSUMER'S VEHICLE REAR ENDED ANOTHER VEHICLE. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THE CONSUMER SUSTAINED MINOR INJURIES. THE DEALERSHIP WAS NOTIFIED, BUT DID NOT RESOLVE THE PROBLEM. *AK *SC
10101364	CHEVROLET	BLAZER	2001	2004-11-11	CONSUMER'S VEHICLE WAS AT A COMPLETE STOP AND ANOTHER VEHICLE WAS COMING HEAD ON WHICH RESULTED IN A HEAD ON COLLISION. THERE WAS A VEHICLE BEHIND CONSUMER'S VEHICLE WHICH SHE WAS PUSHED INTO DUE TO THE HEAD ON COLLISION. HOWEVER, UPON IMPACT, AIR BAGS DID NOT DEPLOY. CONSUMER SUSTAINED MAJOR INJURIES. *AK
10105341	CHEVROLET	BLAZER	2001	2004-12-22	CONSUMER'S VEHICLE WAS INVOLVED IN A FRONT COLLISION AT 40 MPH DUE TO INCLEMENT WEATHER. UPON IMPACT, AIR BAGS DID NOT DEPLOY. CONSUMER CONTACTED THE MANUFACTURER. *AK
10106657	CHEVROLET	BLAZER	2001	2004-12-25	VEHICLE SLIPPED WHILE TRAVELING ON ICE AT 55 MPH, CAUSING THE VEHICLE TO STRIKE A CONCRETE RETAINING WALL, AND IT ROLLED OVER. UPON IMPACT, AIR BAGS DID NOT DEPLOY.*AK
10142568	CHEVROLET	BLAZER	2001	2005-10-05	DT: CONTACT STATED THE AIR BAGS DID NOT DEPLOY IN A HEAD ON CRASH. WHILE TRAVELING AT ABOUT 60 MPH THE VEHICLE HYDRO PLANED. THE CONTACT LOST CONTROL OF THE VEHICLE AND CRASHED. THREE PEOPLE SUSTAINED INJURIES. A POLICE REPORT WAS TAKEN. THE DEALER WAS CONTACTED BUT OFFERED NO ASSISTANCE. THE MANUFACTURER INFORMED HER THEY HAVE A BUYER FOR THE VEHICLE, AND THEY OFFERED NO FREE REMEDY. VEHICLE WAS TOTALED.*AK
10174898	CHEVROLET	BLAZER	2001	2006-11-05	DT*: THE CONTACT STATED WHILE DRIVING 55 MPH, THERE WAS A MOMENTARY LOSS OF VEHICLE CONTROL, THE VEHICLE STRUCK A NEARBY TREE STUMP, AND THE AIRBAGS DID NOT DEPLOY. THE CONTACT WAS WEARING A SEAT BELT, BUT NO INJURIES WERE SUSTAINED. THERE WAS MODERATE DAMAGE TO THE FRONT OF THE VEHICLE. THE POLICE WERE ALERTED, AND A REPORT WAS TAKEN. THE MANUFACTURER WAS ALERTED.

10175892	CHEVROLET	BLAZER	2001	2001-12-04	MY DAUGHTER WAS IN A CAR CRASH. UNFORTUNATELY MY DAUGHTER WAS AT FAULT. SHE WAS GOING 55 MPH AND HIT A CAR THAT WAS STOPPED AT A LIGHT HER AIR BAG DID NOT DEPLOY. SHE HAS NECK AND BACK PAINS. *JB
10184395	CHEVROLET	BLAZER	2001	2005-05-19	A FRONTAL IMPACT OCCURRED AT 40 MPH AS ANOTHER MOTORIST PULLED OUT IN FRONT OF ME. THE AIR BAGS DID NOT DEPLOY. THE FRONT DRIVER SEAT BELT DID NOT PROPERLY RESTRAIN ME AND I WAS FORCED INTO THE ROOF AT THE TRIM EDGE OF THE WINDSHIELD, SUSTAINING A MINOR SCALP LACERATION, CERVICAL DISC DAMAGE, AND A CONCUSSION. THE VEHICLE WAS TOTALED BY NATIONWIDE INSURANCE. *JB
10454988	CHEVROLET	BLAZER	2001	2012-04-06	TL* THE CONTACT OWNS A 2001 CHEVROLET BLAZER. THE CONTACT STATED THAT WHILE DRIVING 40 MPH, THE CONTACT CRASHED INTO THE SIDE OF ANOTHER VEHICLE. THE CONTACT STATED THAT THE FORCE OF THE IMPACT CAUSED THE VEHICLE TO BOUNCE OFF THE SECOND VEHICLE. THE AIR BAGS DID NOT DEPLOY. THE PASSENGER SUSTAINED INJURIES TO THE LEFT ANKLE AND KNEES, AS WELL AS A BROKEN THUMB. THE CONTACT WAS TRANSPORTED TO THE HOSPITAL AS A PRECAUTIONARY MEASURE. THE VEHICLE WAS NOT INSPECTED FOR THE CAUSE OF FAILURE NOR REPAIRED. THE FAILURE AND THE CURRENT MILEAGES WERE 122,000.
752662	CHEVROLET	SILVERADO	2001	2001-09-22	CRASHED INTO 14FOOT UHAUL GOING ABOUT 65MPH AIR BAGS NEVER WORKED. PLEASE ADVISE! *AK
754465	CHEVROLET	SILVERADO	2001	2001-08-04	A TWO IMPACT WRECK ,WITH THE SECOND AT 55 MPH HIT HEAD ON,NO AIRBAG OR ONSTAR DEPLOYMENT. *AK
757639	CHEVROLET	SILVERADO	2001	2002-01-16	DRIVER'S SIDE AIRBAG DID NOT DEPLOY DURING A FRONTAL IMPACT CRASH AT APPROXIMATELY 40 MPH.*AK
765623	CHEVROLET	SILVERADO	2001	2002-07-24	NO AIRBAGS DEPLOYED DURING FRONTAL COLLISION AT 40 MPH CRASH. OCCUPANT OF OTHER VEHICLE HAD TO BE EXTRACATED FROM HER VEHICLE AND LIFE FLIGHTED TO MEDICAL FACILITY.*AK
894462	CHEVROLET	SILVERADO	2001	2001-08-04	CONSUMER'S VEHICLE REAR ENDED A BIG WEIGHT TRUCK AT APPORXIMATELY 65 MPH, AND NEITHER DRIVER'S SIDE NOR PASSENGER'S SIDE AIRBAGS DEPLOYED. DEALER HAS BEEN EXAMINING THE VEHICLE.*AK
896975	CHEVROLET	SILVERADO	2001	2001-09-22	WHILE TRAVELING APPROXIMATELY 55 MPH, VEHICLE REAR ENDED A U-HAUL TRUCK THAT WAS ALSO IN MOTION. APPROXIMATELY \$4600.00 DAMAGE WAS DONE TO THE FRONT END OF VEHICLE, AND AIR BAGS FAILED TO DEPLOY. DEALERSHIP STATED THAT AIR BAGS FAILED TO DEPLOY BECAUSE BOTH VEHICLES WERE IN MOTION. PLEASE PROVIDE ANY ADDITIONAL INFORMATION / ATTACHMENTS. *NOTE: DRIVER OF VEHICLE SUFFERED ARM, WRIST, AND LEG INJURIES.*AK
899261	CHEVROLET	SILVERADO	2001	2001-10-11	WHILE OPERATING VEHICLE IN WET ROAD CONDITIONS, AND TRAVELING APPROXIMATELY 50 TO 55 MPH VEHICLE HYDROPLANED AND CRASHED INTO A CEMENT BARRIER. BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. NO EXAMINATION OF THE VEHICLE HAS TAKEN PLACE TO DETERMINE A CAUSE FOR THIS PROBLEM. *NOTE: DRIVER RECEIVED SEVERE FACIAL INJURIES. PLEASE PROVIDE ANY ADDITIONAL INFORMATION / DOCUMENTATION. *AK
8001948	CHEVROLET	SILVERADO	2001	2002-01-07	VEHICLE WAS INVOLVED IN 20-25 MPH FRONTAL COLLISION IN WHICH DRIVERS AND PASSENGERS AIR BAGS DID NOT DEPLOY, CAUSE UNKNOWN, DEALER HAS BEEN NOTIFIED. *AK*SLC
8002768	CHEVROLET	SILVERADO	2001	2002-01-16	FRONTAL IMPACT AT 65MPH TOTALED VEHICLE; UPON IMPACT, AIR BAGS DIDN'T DEPLOY. DELAER WAS NOTIFIED.*AK
8004056	CHEVROLET	SILVERADO	2001	2002-02-05	CONSUMER HAD A HEAD-ON COLLISION AT 55 MPH AND NEITHER AIRBAG DEPLOYED. DRIVER AND PASSENGER SUFFERED CHEST/NECK AND LEG INJURIES. VEHICLE WAS TOTALED.*AK CONSUMER STATES THAT A PERSON FROM THE OTHER VEHICLE WAS KILLED IN THE ACCIDENT. *SLC
8004268	CHEVROLET	SILVERADO	2001	2002-02-17	WHILE DRIVING AT 55 MPH CONSUMER'S VEHICLE RAN INTO ANOTHER VEHICLE HEAD-ON, BUT NONE OF AIR BAGS DEPLOYED. HAS NOT CONTACTED DEALER.*AK
8005327	CHEVROLET	SILVERADO	2001	2002-02-27	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION OF APPROXIMATELY 50 MPH, AND NEITHER FRONTAL AIR BAG DEPLOYED. DEALER / MANUFACURER WERE NOTIFIED. FEEL FREE TO PROVIDE ANY FURTHER INFORMATION.*AK
8006559	CHEVROLET	SILVERADO	2001	2002-03-23	CONSUMER STATES WHILE DRIVING 30-35 MPH WITHOUT WARNING OCCURRED IN A FRONTAL COLLISION THE AIR BAGS NOT DEPLOY CAUSING MINOR INJURIES. NLM
8009248	CHEVROLET	SILVERADO	2001	2002-03-06	WHILE TRAVELING ON HIGWAY HIT ANOTHER VEHICLE/ VEHICLE IN ANOTHER LANDE TO OVOID CAR HE HIT AND RAN INTO MERIDIAN STRIP. UPON IMPACT, DUAL AIRBAGS DIDN'T DEPLOY. DEALERSHIP WASAWARE OF PROBLEM.*AK
8012069	CHEVROLET	SILVERADO	2001	2002-06-08	WHILE DRIVING TRUCK AT 40 MPH VEHICLE INVOLVED IN A FRONTAL COLLISION WITH ANOTHER SPEEDING VEHICLE. UPON IMPACT, AIR BAGS FAILED TO DEPLOY. TRUCK WAS TAKEN TO DEALERSHIP ,AND THEY INFORMED OWNER THAT "THERE WAS NO REASON FOR AIR BAGS NOT TO DEPLOY". PLEASE DESCRIBE DETAILS. *AK
8012818	CHEVROLET	SILVERADO	2001	2002-06-08	IN A FRONTAL COLLISON WHILE DRIVING AT 60MPH NONE OF THE AIR BAGS DEPLOYED. VEHICLE HAD MAJOR DAMAGE. *AK
8017140	CHEVROLET	SILVERADO	2001	2002-08-18	IN A FRONTAL COLLISION NONE OF THE AIR BAGS DEPLOYED ON IMPACT, CAUSING INJURIES TO DRIVER.*AK. ALSO THE PASSENGER WAS INJURED.*JB
10001355	CHEVROLET	SILVERADO	2001		CONSUMER STATES: WHILE DRIVING AT THE SPEED OF 45MPH WAS INVOLVED IN A FRONTAL COLLISION NEITHER AIR BAG DEPLOYED. DEALER HAS BEEN NOTIFIED. PLEASE PROVIDED ANY ADDITIONAL IN FORMATION. TS

10001771	CHEVROLET	SILVERADO	2001		WHILE TRAVELING AT 65 MPH, CONSUMER STATES' ANOTHER DRIVER PULLED INFRONT AND CONSUMER HIT THAT VEHICLE ON ITS SIDE. NONE OF THE VEHICLES AIR BAGS DEPLOYED. CONSUMER FEELS THAT THIS COLLISION WAS A HARD IMPACT AND AIRBAGS SHOULD HAVE DEPLOYED.
10006756	CHEVROLET	SILVERADO	2001	2003-01-30	CONSUMER WAS IN A ACCIDENT AND HIT A WALL AND THE AIR BAGS DIDN'T DEPLOY UPON CONTACT. PH
10020745	CHEVROLET	SILVERADO	2001	2003-05-23	FRONTAL IMPACT ON FREEWAY AT 45 MPH CHEVROLET, SILVERADO 4X4 TOTALED. AIRBAGS DID NOT DEPLOY UPON IMPACT. *AK
10024534	CHEVROLET	SILVERADO	2001	2002-03-12	PROBLEM WITH AIRBAG SYSTEM ON 2001 CHEVROLET PICK UP TRUCK. *MR THE VEHICLE COLLIDED WITH A MOVING ANIMAL AND THE AIRBAG(S) DIDN'T DEPLOY. (THE ANIMAL WAS ABOUT SIX HUNDRED POUNDS AND THE CONSUMER HAD DRIVEN THE VEHICLE AT A NORMAL SPEED) *SCC *JB
10041290	CHEVROLET	SILVERADO	2001	2003-10-17	A 2001 CHEVY SILVERADO WAS STRUCK ON THE SIDE AND SENT INTO A TREE AT BETWEEN 30-35 MPH. THERE WAS SIGNIFICANT FRONT END DAMAGE AND THE AIR BAGS DID NOT DEPLOY. *LA
10042759	CHEVROLET	SILVERADO	2001	2000-12-31	WHILE DRIVING AT 55 MPH CONSUMER LOST CONTROL OF VEHICLE WHILE TRAVELING UP A HILL. THEN VEHICLE STRUCK A WOODEN FENCE. ONE BEAM OF THE FENCE CAME THROUGH THE WINDSHIELD, STRIKING THE CONSUMER IN THE HEAD, EVENTUALLY KILLING HIM. ALSO, TWO PASSENGERS SUSTAINED INJURIES. IN THE CONFUSION, CONSUMER DEPRESSED THE GAS PEDAL INSTEAD OF THE BRAKES AND STRUCK A FIRE HYDRANT. ALL PASSENGERS AND THE CONSUMER WERE WEARING SEAT BELTS. HOWEVER, THE AIR BAGS DID NOT DEPLOY. POLICE ARRIVED ON THE SCENE AND MADE A REPORT. MANUFACTURER AND DEALER HAD BEEN NOTIFIED OF THE INCIDENT. *AK
10059656	CHEVROLET	SILVERADO	2001	2001-12-19	LAWYER REPRESENTING CONSUMER WHO WAS INJURED WHEN THE DRIVER'S SIDE AIRBAG FAILED TO DEPLOY. *LA (LAWYER CLYDE JACKSON ON BEHALF OF CLIENT)* JB
10072926	CHEVROLET	SILVERADO	2001	2001-12-19	I WAS DRIVING EAST ON F.M. 356 AT ABOUT NOON. I WAS TRAVELLING ABOUT 50 MPH. A CAR TURNED IN FRONT OF ME AND I ATTEMPTED TO PASS THE CAR. I WAS UNABLE TO DUE TO ONCOMING TRAFFIC, SO I QUICKLY RETURNED TO MY LANE. ONE OF MY TIRES WENT OFF ONTO THE UNPAVED SHOULDER AND I WENT DOWN A SMALL EMBANKMENT. IT WAS MUDDY SO I COULD NOT STOP. I HIT A LARGE PINE TREE HEAD ON AND STOPPED. BOTH OF US WERE WEARING OUR SEATBELTS. MY AIRBAG FAILED TO DEPLOY CAUSING MY HEAD AND TORSO TO STRIKE THE STEERING WHEEL. I SUFFERED 6TH NERVE PAIN AND AN AORTIC Aneurysm DEVELOPED ON MY AORTA. THE AORTA HAD TO BE SURGICALLY REPAIRED. MY GRANDDAUGHTER'S AIRBAG HAD BEEN TURNED OFF DUE TO HER SMALL SIZE. SHE SUFFERED A BROKEN LEG AND A SLIGHT CONCUSSION. THE TRUCK WAS TOTALED. *AK
10079979	CHEVROLET	SILVERADO	2001	2004-06-25	WHILE DRIVING CONSUMER WAS TOWING A TRAILER THE DRIVER'S SIDE REAR TIRE TREADS SEPARATED FROM THE TRAILER. CONSUMER WAS NOT ABLE TO MAINTAIN CONTROL OF THE VEHICLE, AND COLLIDED INTO A CONCRETE BARRIER. UPON IMPACT, BOTH FRONTAL AIR BAGS DID NOT DEPLOY. PASSENGER SUSTAINED HEAD INJURIES, AND WAS TRANSPORTED TO A HOSPITAL BY AN AMBULANCE. VEHICLE AND TRAILER WERE TOTALED. *AK *NM
10103512	CHEVROLET	SILVERADO	2001	2004-12-05	CONSUMER'S, VEHICLE WAS REAR ENDED WHILE DRIVING 50 MPH. THE VEHICLE WAS FORCED INTO A SPIN AND THEN, IT HIT A CONCRETE ROAD DIVIDER. UPON IMPACT, NEITHER FRONTAL AIR BAGS DEPLOYED. DRIVER SUSTAINED INJURIES, AND HAD TO BE TRANSPORTED TO A LOCAL HOSPITAL. DEALER AND MANUFACTURER WERE NOTIFIED. *AK THE CONSUMER STATED THAT THE SEAT BELT DID NOT KEEP HER FROM HITTING HER CHEST ON THE STEERING WHEEL. AFTER THE FRONT AND THE BACK OF THE VEHICLE HIT THE CONCRETE DIVIDER THE AIR BAGS DID NOT DEPLOY. *TC
10107706	CHEVROLET	SILVERADO	2001	2004-12-29	AIR BAGS FAILED TO DEPLOY IN A 45 MPH FRONT END COLLISION ON MY 2001 CHEVROLET SILVERADO. *NM
10109017	CHEVROLET	SILVERADO	2001	2005-01-04	WHILE TRAVELING AT 55 MPH CONSUMER LEFT THE FREEWAY AND STRUCK A LARGE PILE OF DIRT. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. CONSUMER SUSTAINED HEAD AND BACK INJURIES. WAS TAKEN TO THE EMERGENCY ROOM. THE VEHICLE WAS TOTALED. *AK *AK
10138394	CHEVROLET	SILVERADO	2001	2005-06-01	THERE WAS AN ACCIDENT ON JUNE 1, 2005. UPON IMPACT, THE DRIVER'S SIDE FRONTAL AIRBAG FAILED TO DEPLOY. THE PASSENGER SIDE AIRBAG HAD BEEN TURNED OFF. THE DRIVER SUSTAINED MINOR INJURIES. THE CONSUMER REAR ENDED A TRAILER.. A POLICE REPORT WAS TAKEN. NO AIRBAG WARNING LIGHT CAME ON. *AK UPDATED 11/02/05. *JB

					MY FIANCE AND I WERE DRIVING HOME AND AS WE ENTERED TOWN GOING APPROXIMATELY 35-45 MPH THE VEHICLE SWERVED OFF THE ROAD AND COLLIDED INTO A TELEPHONE POLE BREAKING IT IN HALF CAUSING THE TOP HALF OF THE TELEPHONE POLE TO SWING DOWN AND SMACK INTO THE WINDSHIELD. HE SMACKED HIS FACE OFF OF THE STEERING WHEEL AND I WAS LAYING DOWN ON THE SEAT AND ROLLED OFF AND BROKE THE ASHTRAY HOLDER WITH MY FACE. DURING THE IMPACT NOT A SINGLE AIRBAG DEPLOYED EVEN THOUGH THE AIRBAGS WERE ALL IN WORKING ORDER. THE IMPACT WAS SO SEVERE THAT THE TAILGATE OF THE TRUCK BENT OUTWARD, THE RADIATOR WAS RIPPED OUT FROM BENEATH THE VEHICLE AND THE FRONT PASSENGER SIDE WAS TOTALED. I WAS THEN PUT INTO A NECK BRACE, STRAPPED TO A GURNEY AND RUSHED TO THE HOSPITAL. I WILL REITERATE THE FACT THAT NONE OF THE AIRBAGS DEPLOYED CAUSING THE BOTH OF US TO BE INJURED. WE LUCKILY SURVIVED THE CRASH BUT HAD THE AIRBAGS DEPLOYED THE BOTH OF US WOULD HAVE SUFFERED MINIMAL INJURIES. *TR
10553271	CHEVROLET	SILVERADO	2001	2013-11-14	
10627738	CHEVROLET	SILVERADO	2001	2014-01-01	I REAR ENDED SOMEONE GOING ABOUT 70 MPH AND MY AIR BAGS DID NOT DEPLOY. *TR
560449	CHEVROLET	SUBURBAN	2001		NO DEPLOYMENT OF THE AIR BAG DURING ACCIDENT CAUSING THE CONSUMER TO JAM HIS HAND ON THE STEERING WHEEL AND TO INJURE HIS BACK. NLM
747375	CHEVROLET	SUBURBAN	2001	2001-05-24	FRONT AIRBAGS FAILED TO DEPLOY DURING A HEAD ON COLLISION AT 30 MPH. FINAL DAMAGE ESTIMATE UNKNOWN DUE TO PENDING SAFETY INVESTIGATION. *AK
879983	CHEVROLET	SUBURBAN	2001	2000-12-27	COSNUMER WAS DRIVING AT APPROXIMATELY 35-40 MPH, WENT OFF ROAD TO AVOID ONCOMING VEHICLE, RAN INTO DITCH HEAD ON, AND HIT A TREE. VEHICLE WAS TOTALED. UPON IMPACT, DUAL AIRBAGS DID NOT DEPLOY, CAUSING MINOR INJURIES.*AK
8004064	CHEVROLET	SUBURBAN	2001	2002-02-05	CONSUMER HAD A FRONT COLLISION AT 35-40 MPH, AND NEITHER AIRBAG DEPLOYED. CONSUMER SUFFERED NECK/ BACK AND KNEE INJURIES. VEHICLE AT DEALERSHIP AT THIS TIME. PLEASE ADD FURTHER DETAILS.*AK
8007135	CHEVROLET	SUBURBAN	2001	2001-11-26	WHILE DRIVING AT 45 MPH CONSUMER T BONED ANOTHER VEHICLE, AND THEN SPUN OUT OF CONTROL, AND RAN INTO A DITCH. UPON IMPACT, NONE OF THE AIR BAGS DEPLOYED. CONTACTED DEALER, AND THE DEALER WAS NOT WILLING TO DO ANYTHING. *AK *YH
8014347	CHEVROLET	SUBURBAN	2001	2002-07-10	AT 45MPH VEHICLE CRASHED. UPON IMPACT, AIRBAGS DID NOT DEPLOY. CAUSE UNKNOWN. DEALER NOTIFIED.*AK
10017673	CHEVROLET	SUBURBAN	2001		THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION, AND THE NONE OF THE AIR BAGS DEPLOYED. *JB
10042734	CHEVROLET	SUBURBAN	2001	2003-09-27	WHILE DRIVING 60 MPH VEHICLE WAS INVOLVED IN A HEAD ON COLLISION AND AIR BAGS DID NOT DEPLOY. *AK
10046437	CHEVROLET	SUBURBAN	2001	2003-10-08	WHILE DRIVING, ANOTHER MOTORIST FAILED TO STOP AT A RED LIGHT AND THE CONSUMER HIT HIM ON THE PASSENGER'S SIDE AND THE AIR BAGS DID NOT DEPLOY. *AK *SC *JB
10248294	CHEVROLET	SUBURBAN	2001	2008-11-06	TL*THE CONTACT OWNS A 2001 CHEVROLET SUBURBAN. ON NOVEMBER 6, 2008, THE CONTACT WAS INVOLVED IN A SERIOUS CRASH. THE AIR BAGS FAILED TO DEPLOY AND THE ENTIRE FRONT END AND PASSENGER SIDE OF THE VEHICLE WERE DAMAGED. THE VEHICLE WAS DESTROYED. THE CONTACT HAS PICTURES AND A POLICE REPORT. THERE WERE NO OTHER PASSENGERS IN THE VEHICLE AND THE CONTACT WAS WEARING HER SEAT BELT AT THE TIME. THERE WAS NO MAINTENANCE PERFORMED ON THE AIR BAGS PRIOR TO THE CRASH. THE SPEED WAS UNKNOWN. THE FAILURE MILEAGE WAS 100,000.
10335493	CHEVROLET	SUBURBAN	2001	2010-05-18	TL*THE CONTACT OWNS A 2001 CHEVROLET SUBURBAN. THE CONTACT STATED THAT ON MAY 18, 2010, WHILE DRIVING AT 45 MPH, THE VEHICLE COLLIDED WITH AN ONCOMING VEHICLE. THE AIR BAGS DID NOT DEPLOY. THE VEHICLE SUSTAINED EXTENSIVE DAMAGES AND WAS TOWED FROM THE SCENE. THE CONTACT AND PASSENGERS SUSTAINED INJURIES AND WERE TAKEN TO THE HOSPITAL. A POLICE REPORT WAS FILED. THE CONTACT HAD NOT CALLED THE DEALERSHIP OR THE MANUFACTURER AT THE TIME OF THE COMPLAINT. THE FAILURE AND CURRENT MILEAGES WERE APPROXIMATELY 105,000.
10731769	CHEVROLET	SUBURBAN	2001	2015-06-15	MY SON WAS DRIVING AND REAR ENDED A MAN GOING APPROXIMATELY 50 MPH. THE FRONT END SUSTAINED A GREAT DEAL OF DAMAGE, INCLUDING, BUT NOT LIMITED TO, THE ENGINE BEING PUSHED BACK SEVERAL INCHES. THE AIR BAGS DID NOT DEPLOY. MY SON SUSTAINED MINOR WHIPLASH TYPE INJURIES TO HIS NECK AND BACK.
10731772	CHEVROLET	SUBURBAN	2001	2015-06-18	TL* THE CONTACT OWNED A 2001 CHEVROLET SUBURBAN. WHILE DRIVING AT 55 MPH UPHILL, THE CONTACT DEPRESSED THE BRAKE PEDAL AND THE VEHICLE HYDROPLANED. AS A RESULT, THE CONTACT CRASHED INTO THE REAR OF A PICK-UP TRUCK. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED. THERE WAS ONE INJURY THAT REQUIRED MEDICAL ATTENTION. THE VEHICLE WAS DESTROYED AND TOWED TO AN INDEPENDENT MECHANIC. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 270,000.
764291	CHEVROLET	TAHOE	2001	2002-07-10	TAHOE WAS TRAVELING UPHILL ON PRIVATE GRAVEL DRIVE WHEN HIT BY TRUCK TRAVELING DOWNHILL AROUND BLIND CURVE. TRUCK WAS TRAVELING AT BETWEEN 20 AND 25 MPH WHEN IT HIT TAHOE. BOTH OF TRUCK'S AIRBAGS INFLATED. MY AIRBAGS DID NOT INFLATE, AND I HIT THE STEERING WHEEL WITH MY STOMACH AND CHEST.*AK

766175	CHEVROLET	TAHOE	2001	2002-07-19	HIT BY A RED LIGHT RUNNER (45/50MPH) ON DRIVER'S SIDE, HIT A SECOND CAR, THEN A CONCRETE POST HEAD ON. NOT ONE OF THE FOUR AIR BAGS ENGAGED AT ANYTIME. THE CAR WAS TOTALED. I HAVE DOCUMENTATION, PICTURES, POLICE REPORT, AND HAVE CONTACTED CHEVY, THEY HAVE NO CLEAR RESPONSE ON WHY? IF YOU WOULD LIKE MORE DETAIL ON INJURES OR HAVE ANY QUESTION PLEASE FILL FREE TO CONTACT ME. THANK YOU FOR YOUR TIME, DANIELLE HURST-STONE. *AK
884576	CHEVROLET	TAHOE	2001	2001-03-21	VEHICLE WAS INVOLVED IN AN ACCIDENT WHILE TRAVELING AT 50 MPH WHEN VEHICLE T-BONED A VEHICLE CROSSING AN INTERSECTION. AIRBAGS FAILED TO DEPLOY. DEALERSHIP COULD NOT PROVIDE A REASON FOR FAILURE OF AIRBAGS TO DEPLOY. *AK THE MAUFACTURER INDICATED THAT THE VEHICLE SKIDDED 20 TO 25 FEET AFTER IMPACT AND THE AIR BAG FAILED TO DEPLOY FOR THIS REASON. THE CONSUMER DISAGREES. *YH
899507	CHEVROLET	TAHOE	2001	2001-11-01	DRIVER'S SIDE AND PASSENGER'S SIDE AIRBAGS FAILED TO DEPLOY IN A FRONT END COLLISION. DEALER HAS YET TO BE CONTACTED. PLEASE PROVIDE FURTHER DETAILS.*AK
8000772	CHEVROLET	TAHOE	2001	2001-12-01	DRIVER AND PASSENGER FRONTAL AIRBAGS FAILED TO DEPLOY WHEN CONSUMER WAS INVOLVED IN A 40MPH FRONTAL COLLISION. DEALER HAS YET TO BE CONTACTED. PLEASE PROVIDE FURTHER DETAILS.*AK
8017829	CHEVROLET	TAHOE	2001	2001-09-19	WHILE TRAVELING ONTO ON INTERSECTION ANOTHER VEHICLE RAN THE RED LIGHT AND HIT CONSUMER'S VEHICLE. UPON IMPACT, DUAL AIRBAGS DIDN'T DEPLOY.DEALERSHIP WAS AWARE OF PROBLEM.*AK *YH
8018113	CHEVROLET	TAHOE	2001	2002-04-05	WHILE TRAVELING AT 35 MPH CONSUMER WAS HIT HEAD-ON, AND VEHICLE ALMOST TIPPED OVER. UPON IMPACT, FRONT AIR BAGS FAILED TO DEPLOY. PLEASE PROVIDE ANY FURTHER INFORMATION.*AK
10018205	CHEVROLET	TAHOE	2001	2003-05-05	THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION, AND NONE OF THE AIR BAGS DEPLOYED. *NLM *PH *JB
10044753	CHEVROLET	TAHOE	2001	2003-10-12	WHILE DRIVING 50 MPH, THE CONSUMER'S VEHICLE WAS INVOLVED IN A HEAD ON COLLISION. UPON IMPACT, THE AIRBAGS DID NOT DEPLOY. THE DRIVER SUSTAINED SEVERE HEAD INJURIES AND WAS TAKEN TO A HOSPITAL. *AK *JB *NM
10046166	CHEVROLET	TAHOE	2001	2003-08-03	WHILE DRIVING 40 MPH DRIVER HIT THE BRAKES SUDDENLY AND VEHICLE HIT THE CURB AND ROLLED TWICE. UPON IMPACT, AIRBAGS DID NOT DEPLOY. PEOPLE WERE EJECTED FROM THE VEHICLE. AS A RESULT,THEY DIED. *AK
10066520	CHEVROLET	TAHOE	2001	2004-04-12	FRONTAL AIRBAGS DID NOT DEPLOY IN COLLISION. *AK
10072577	CHEVROLET	TAHOE	2001	2004-04-30	I WAS DRIVING ON THE FREEWAY. THE CRUISE CONTROL WAS SET AT 70 MPH. IT WAS RAINING I WENT THROUGH A PUDDLE AND THE CAR HYDROPLANED AND HEADED TOWRD THE CONCRETE MEDIAN, IT WOULD NOT STRAIGHTEN AND I HIT THE MEDIAN HEAD ON. THE AIRBAGS DID NOT DEPLOY.*AK
10148912	CHEVROLET	TAHOE	2001	2004-12-06	HEAD-ON COLLISION AT 50 MPH AND AIRBAGS DID NOT INFLATE.*AK
10197689	CHEVROLET	TAHOE	2001	2003-11-03	DRIVING IN LARGE PARKING LOT APPROX 25 MPH, LIGHT POLE WITH CONCRETE BASE WAS IN BLIND SPOT AS I WAS TURNING. HIT THE CONCRETE HEAD ON, \$12,000 WORTH OF DAMAGE TO MY TRUCK, FRAME BENT, FRONT END REPLACED AND THE AIR BAGS FAILED TO DEPLOY. THE DEALER HAD NO EXPLANATION OTHER THAN THE DAMAGE MUST HAVE BEEN IN JUST THE WRONG SPOT. I WENT TO THE HOSPITAL WITH HEAD AND NECK INJURIES. *JB
10223626	CHEVROLET	TAHOE	2001	2008-03-28	AIRBAGS FAILED TO DEPLOY IN HEAD-ON CRASH. *TR
10365882	CHEVROLET	TAHOE	2001	2010-11-12	I WAS INVOLVED IN A COLLISION IN MY 2001 CHEVROLET TAHOE WHERE I REAR ENDED A CAR. MY VEHICLE WAS TRAVELING 54 MPH AND THE OTHER VEHICLE WAS SLOWING TO TURN WITHOUT BLINKERS OR BRAKE LIGHTS. MY AIRBAGS DID NOT DEPLOY. *TR
10607227	CHEVROLET	TAHOE	2001	2007-07-04	A VEHICLE PULLED IN FRONT OF US AND OUR VEHICLE T BONED THAT VEHICLE. NONE OF ARE AIR BAGS DEPLOYED. WE WERE INJURED. THAT PERSON'S INSURANCE COMPANY CONTACTED US THE DAY AFTER THE ACCIDENT AND QUESTIONED WHY THE AIR BAGS DID NOT COME OUT? WE WANTED TO KNOW WHY ALSO. *TR
10783656	CHEVROLET	TAHOE	2001	2015-10-16	THE VEHICLE AIRBAGS FAILED TO DEPLOY IN ACCIDENT WERE IT RECEIVED SEVERE FRONT END DAMAGE.
10820375	CHEVROLET	TAHOE	2001	2014-01-18	TL* THE CONTACT OWNS A 2001 CHEVROLET TAHOE. WHILE DRIVING AT 45 MPH, ANOTHER VEHICLE FAILED TO YIELD AND THE CONTACT CRASHED INTO THE DRIVER SIDE OF THAT VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT DID NOT SUSTAIN ANY INJURIES. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN AUTO BODY REPAIR CENTER FOR BODY REPAIRS, BUT WAS NOT DIAGNOSED FOR THE AIR BAG FAILURE. THREE YEARS LATER, WHILE DRIVING 25 MPH, THE CONTACT CRASHED INTO AN ANIMAL AND THEN INTO A GUARDRAIL. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT SUSTAINED BACK INJURIES THAT REQUIRED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN AUTO BODY REPAIR CENTER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 120,000. THE VIN WAS UNAVAILABLE.
891862	CHEVROLET	TRACKER	2001	2001-07-02	WHILE TRAVELING AT 45 TO 50 MPH ANOTHER VEHICLE IN FRONT SLAMMED ON VEHICLE'S BRAKES, AND CONSUMER'S VEHICLE REAR ENDED THE OTHER VEHICLE. NONE OF AIRBAGS DEPLOYED, AND DRIVERS SIDE SEATBELT FAILED TO LOCK. CONSUMER WAS INJURED BY STEERING WHEEL. CONSUMER HAD VEHICLE TOWED TO DEALER. PLEASE PROVIDE ANY FURTHER INFORMATION.*AK
8011220	CHEVROLET	TRACKER	2001	2002-05-28	IN AN ACCIDENT, VEHICLE HIT A POLE AND UPON IMPACT AIRBAGS DID NOT DEPLOY, CAUSING MINOR INJURIES TO DRIVER.*AK *YH

10033620	CHEVROLET	TRACKER	2001	2003-08-11	CONSUMER STATED WHILE DRIVING AT NORMAL SPEED AND WEARING SEAT BELT HAD A FRONT COLLISION ,AND NEITHER OF THE AIR BAGS DEPLOYED. NO WARNING LIGHT APPEARED PRIOR TO THE CRASH. POLICE REPORT AND PICTURES ARE AVAILABLE. *AK
10033912	CHEVROLET	TRACKER	2001		WHILE DRIVING 50 MPH DRIVER STRUCK A DEER HEAD ON. UPON IMPACT, DRIVER SIDE AIRBAG DIDN'T DEPLOY. THE DRIVER SUSTAINED SLIGHT INJURIES FROM MAKING CONTACT WITH THE STEERING WHEEL. *AK
10226797	CHEVROLET	TRACKER	2001	2008-04-17	TL*THE CONTACT OWNS A 2001 CHEVROLET TRACKER. WHILE DRIVING 40 MPH ON A MAJOR HIGHWAY, THE CONTACT CRASHED INTO ANOTHER VEHICLE THAT WAS STOPPED IN THE ROAD. THE AIR BAGS FAILED TO DEPLOY. THE VEHICLE WAS DESTROYED. THE CONTACT WAS INJURED AND TRANSPORTED TO THE HOSPITAL. A POLICE REPORT WAS FILED. THE CURRENT AND FAILURE MILEAGES WERE 130,000.
10263033	CHEVROLET	TRACKER	2001	2009-02-01	DRIVER OF VEHICLE WHILE TRAVELING 35 MPH HIT A FORD F150 THAT MADE A U-TURN FROM THE RIGHT SHOULDER OF THE ROAD. DRIVER DID NOT HAVE TIME TO HIT BRAKES. AIRBAG DID NOT DEPLOY. DRIVER WAS INJURED. *TR
10298267	CHEVROLET	TRACKER	2001	2010-01-03	AIRBAG DID NOT DEPLOY ON CHEVY TRACKER 2001 AFTER BEING REAR ENDED AT 100 MPH WHILE TRAVELING AT A SPEED OF 69 MPH AND HIT THE CENTER DIVIDER HEAD ON. *TR
8014453	CHEVROLET	TRAILBLAZER	2001		AT A 25MPH VEHICLE CRASHED AND AIRBAGS DID NOT DEPLOY. CAUSE UNKNOWN DEALER NOTIFIED.*AK
8018335	CHEVROLET	TRAILBLAZER	2001		WHILE DRIVING APPROXIMATELY 58 MPH IN RAINY WEATHER WITH A TRAILER ATTACHED, TRAILER STARTED TO FISHTAIL WHILE GOING DOWN HILL. TRAILER HAD SWUNG AROUND AND BROKE FREE OF THE HITCH AND HIT THE SIDE OF TRUCK. TRUCK GRAZED AN ENBANKMENT, AND WENT INTO THE MEDIUM STRIP, HITTING ANOTHER VEHICLE HEAD ON. VEHICLE WAS TOTALED, AND DRIVER SUFFERED A HEAD INJURY AND FRACTURED VERTEBRATE. NEITHER AIR BAG DEPLOYED UPON THE FRONTAL IMPACT. PLEASE DESCRIBE DETAILS. *AK
566304	GMC	YUKON	2001		THE VEHICLE HAS BEEN INVOLVED IN TWO ACCIDENTS IN WHICH NEITHER TIME DID THE AIR BAGS DEPLOY,DURING ONE ACCIDENT THE CONSUMER SAYS SHE ALSO DOESNT REMEMBER THE SEAT BELT TIGHTENING CAUSING HER TO STRICK HER HEAD ON THE STEERING WHEEL AND KNEES TO HIT THE DASH. *MJ
878870	GMC	YUKON	2001	2000-12-23	VEHICLE INVOLVED IN A FRONTAL COLLISION AT APPROXIMATELY 75 MPH WITH A FORD ESCORT. UPON IMPACT, BOTH AIR BAGS DID NOT DEPLOY. PASSENGER SUSTAINED A BACK INJURY, AND DRIVER RECEIVED BRUISES TO NECK AND HEAD. DEALER NOTIFIED. FEEL FREE TO PROVIDE ANY FURTHER DETAILS ON THIS MATTER. *AK
883017	GMC	YUKON	2001	2000-10-17	VEHICLE INVOLVED IN A FRONTAL COLLISION WITH A DODGE, NEON , SPEED WAS UNDETERMINED. UPON IMPACT, BOTH AIR BAGS DID NOT DEPLOY. DEALER / MANUFACTURER NOTIFIED, AND NO RESPONSE WAS RECEIVED. PLEASE FEEL FREE TO PROVIDE ANY FURTHER DETAILS ON THIS MATTER. *AK
6900594	GMC	YUKON	2001	2001-09-18	WHILE DRIVING VEHICLE WAS INVOLVED IN AN ACCIDENT, AIR BAGS DID NOT DEPLOY. *AK THE CONSUMER STATED THAT THE VEHICLE WAS HIT VERY HARD. THE IMPACT DAMAGED THE INSTRUMENT PANEL, BROKE THE WINDSHIELD, AND THE FRONT AND REAR PASSENGER DOORS NEEDED REPAIR. *YH
8004110	GMC	YUKON	2001		CONSUMER WAS INVOLVED IN A FRONT END COLLISION AT 70MPH, AND FRONTAL AIR BAGS DID NOT TO DEPLOY. PASSENGER SUSTAINED MAJOR BODY INJURIES.*AK
8004365	GMC	YUKON	2001	2001-12-04	WHILE DRIVING 2 MPH VEHICLE WAS STRUCK ON DRIVER'S DOOR, CAUSING EXTENSIVE DAMAGE TO FRONT END AS WELL. NEITHER AIRBAG DEPLOYED. CONSUMER SUFFERED HEAD INJURIES. DAMAGE TO VEHICLE WAS \$ 10000.00. PRIOR TO THIS, CONSUMER OWNED ANOTHER VEHICLE JUST LIKE THIS ONE. IT ALSO HAD A FRONT CRASH AND AIRBAGS DID NOT DEPLOY. *AK
8006721	GMC	YUKON	2001	2002-03-30	WHILE TURNING LEFT AT 15 MPH\ ANOTHER VEHICLE TRAVELING AT 45 HIT CONSUMER'S VEHICLE ON FRONT DRIVER'S SIDE . UPON IMPACT, AIRBAGS DID NOT DEPLOY. PLEASE PROVIDE ANY FURTHER INFORMATION.*AK
10099161	GMC	YUKON	2001	2004-11-01	THE CONSUMER WAS APPROACHING AN INTERSECTION AND WITHOUT WARNING, ANOTHER DRIVER CUT IN FRONT OF THE CONSUMER VEHICLE. THE DRIVER APPLIED THE BRAKES, BUT THE PEDAL WENT TO THE FLOOR. THIS CAUSED THE OTHER VEHICLE TO COLLIDE INTO ON THE PASSENGER 'S SIDE AND PUSHED THE VEHICLE INTO A TREE. BOTH FRONTAL AIR BAGS DID NOT DEPLOY. THE DRIVER SUSTAINED INJURIES AND WAS TRANSPORTED BY AMBULANCE TO THE HOSPITAL. THE VEHICLE WAS TOWED TO THE DEALER. PLEASE FILL IN ADDITIONAL INFORMATION. *JB
10187683	GMC	YUKON	2001	2007-03-29	TL* - THE CONTACT OWNS A 2001 GMC YUKON WITH A CURRENT AND FAILURE MILEAGE OF 110,000 MILES. THE CONTACT'S VEHICLE WAS INVOLVED IN A CRASH WHILE DRIVING AT 35 MPH, AND THE AIR BAGS DID NOT DEPLOY. THE CRASH TOOK PLACE ON A DRY DAY. THE DRIVER BEGAN CHOKING AND PASSED OUT. THE VEHICLE THEN RAN INTO THE BACK OF A TRUCK SITTING AT A STOP LIGHT. THE FRONT OF THE CONTACTS VEHICLE WAS DAMAGED. THE VEHICLE WAS TOWED TO DEALER. *AK
10587988	GMC	YUKON	2001	2011-05-04	LETTER FROM SENATOR SCOTT ON BEHALF OF CONSTITUENT RE GMC YUKON. *SMD THE CONSUMERS HUSBAND WAS KILLED IN AN ACCIDENT, AND THE AIR BAG DID NOT DEPLOY. *JB

10706540	GMC	YUKON XL	2001	2014-10-17	INITIALLY TRAVELING AT 75 MPH N/B ON HWY 99 IN FRESNO COUNTY, LOST VISION (MEDICAL INCIDENT), WIFE INSISTED I PULL OVER. STRUCK GUARD RAIL ON RIGHT SIDE OF ROAD. SECOND TRY TO PULL OVER CAUSED MY VEHICLE TO IMPACT A VERIZON JUNCTION BOX AND THEN 150 FEET OF SIX-FOOT CHAIN-LINK FENCING WITH ANTI-CLIMB GUARDS THAT CAME OFF THE FENCE AND SHATTERED THE WINDSHIELD. THE AIR BAGS DID NOT DEPLOY. MY INSURANCE AGENT TOLD ME HE WAS GOING TO REPORT THIS INCIDENT TO YOU, BUT SINCE I HAVEN'T HEARD ANYTHING FROM YOU FOLK I'VE ASSUMED MY AGENT DID NOT FOLLOW THROUGH. MY WIFE AND I SUSTAINED ONLY MINOR INJURIES FROM FLYING GLASS. WE HAVE PHOTO'S OF THE VEHICLE. *TR
10127108	ISUZU	RODEO	2001	2005-06-30	DT: THERE WAS AN ACCIDENT AND NO AIRBAGS DEPLOYED. THE CAR WAS EQUIPPED WITH FRONT AIR BAGS. THERE WAS NO WARNING LIGHTS ON TO INDICATE A PROBLEM. LAST TIME THE CAR WAS CHECKED THERE WAS NO INDICATION OF A PROBLEM. THE DRIVER WAS THE ONLY PERSON INJURED WITH A TOOTH KNOCKED OUT. *AK
10155648	ISUZU	RODEO	2001	2006-03-11	I HAD A BLOW OUT ON MY 2001 ISUZU RODEO, CAUSING MY VEHICLE TO GO OFF THE ROAD TO THE RIGHT RUNNING INTO ANOTHER VEHICLE. THE SEAT BELT CAME OFF, THE AIRBAGS DID NOT WORK. I SUSTAINED HEAD INJURIES CAUSING SEIZURES, A DISPLAYED SHOULDER, AND A FRACTURED JAW. DUE TO THE HEAD INJURIES I WAS UNCONSCIOUS AND UNABLE TO KEEP CONTROL OF THE VEHICLE. *NM
10196817	ISUZU	RODEO	2001	2007-07-12	TL*THE CONTACT OWNS A 2001 ISUZU RODEO. WHILE DRIVING 65 MPH WITH THE CRUISE CONTROL ACTIVATED, THE CONTACT WAS INVOLVED IN A HIGH IMPACT VEHICLE CRASH. THE MEDIAN ON THE HIGHWAY SUSTAINED PROPERTY DAMAGE. THE VEHICLE WAS DESTROYED. THE AIR BAGS FAILED TO DEPLOY. THE DEALER HAS NOT BEEN NOTIFIED. THE CONTACT SUSTAINED MODERATE INJURIES TO HIS NECK AND SHOULDERS. A POLICE REPORT WAS FILED. THE CURRENT AND FAILURE MILEAGES WERE 97,000. THE CONSUMER PROVIDED PICTURES OF THE VEHICLE. UPDATED 09/06/07 *TR
10569283	ISUZU	RODEO	2001	2014-03-13	I WAS TURNING ONTO A STREET. THE STREET WAS COVERED IN OIL OR SOME TYPE OF SLICK ELEMENT. I SKIDDED AND FELL INTO A DITCH. MY AIRBAG DID NOT DEPLOY. *TR
10001710	CADILLAC	ESCALADE	2000	2002-12-05	WHILE DRIVING AT 30 MPH VEHICLE WAS INVOLVED IN A HEAD ON COLLISION AND AIRBAGS DID NOT DEPLOY. DEALER CONTACTED. PLEASE PROVIDE ADDITIONAL INFORMATION. TS
10004423	CADILLAC	ESCALADE	2000	2002-12-11	THE CONSUMER HAD AN ACCIDENT THE AIR BAG DIDN'T DEPLOY. *DT
859836	CHEVROLET	ASTRO	2000	2000-04-04	CONSUMER WAS TRAVELING 30MPH WHILE IT WAS RAINING THAT EVENING, AND THERE WAS A SCHOOL BUS IN FRONT OF CONSUMER'S VEHICLE. CONSUMER APPLIED BRAKES AND HIT THE SCHOOL BUS FROM BEHIND. THE COLLISION IMPACT WAS SO HARD THAT VEHICLE MOVED THE SCHOOL BUS. ALSO, THE DUAL AIRBAGS DIDN'T DEPLOY AT ALL. *AK
870742	CHEVROLET	ASTRO	2000	2000-09-01	WHILE DRIVING 55 MPH AND MAKING A TURN HAD A FRONTAL IMPACT. FRONT BUMPER WAS SMASHED AND FELL OFF. ALSO, DRIVER'S AND PASSENGER'S AIRBAGS DID NOT DEPLOY, WHICH DID NOT PROTECT OCCUPANTS IN THIS CRASH. DEALER WAS NOT WILLING TO ASSIST CONSUMER. PLEASE PROVIDE FURTHER INFORMATION. *AK
878344	CHEVROLET	ASTRO	2000	2001-01-17	WHILE DRIVING ABOUT 30 MPH CRASHED INTO ANOTHER VEHICLE THAT CROSSED IN FRONT. UPON IMPACT, BOTH AIR BAGS FAILED TO DEPLOY. CURRENTLY, COMPANY WAS CONCERNED ABOUT PROBLEM WITH AIR BAGS. *AK
879113	CHEVROLET	ASTRO	2000	2000-12-11	A FRONTAL COLLISION AT 20 MPH IMPACT WITH A TREE, AND BOTH AIR BAGS DID NOT DEPLOY. DRIVER SUSTAINED CHEST INJURY. VEHICLE AT BODY SHOP. PLEASE FEEL FREE TO PROVIDE ANY FURTHER DETAILS ON THIS MATTER. *AK
882467	CHEVROLET	ASTRO	2000		CONSUMER WAS INVOLVED IN A FRONTAL COLLISION IN WHICH DRIVER'S AND PASSENGER'S AIR BAGS DID NOT DEPLOY. PLEASE GIVE ANY FURTHER DETAILS. *AK
8000775	CHEVROLET	ASTRO	2000	2001-12-12	WHILE TRAVELING AT 65 MPH, CONSUMER RAN INTO THE SIDE OF ANOTHER VEHICLE, HEAD-ON, UPON IMPACT NEITHER AIR BAG DEPLOYED, CONSUMER CONTACTED DEALER, AND THEY WERE NOT WILLING TO DO ANYTHING. *AK *JG
8001716	CHEVROLET	ASTRO	2000	2002-01-01	CONSUMER HAD A HEAD ON COLLISION AND AIR BAGS DID NOT DEPLOY. CONSUMER WAS INJURED. *AK *JB
8022460	CHEVROLET	ASTRO	2000	2002-11-07	CONSUMER STATES THAT WHILE ON AN EXPRESS WAY, CONSUMER REAR ENDED A TANKER TRUCK. CONSUMERS VEHICLE WAS TOTALLED. CONSUMER STATES' NONE OF THE VEHICLES AIRBAGS DEPLOYED. PLEASE PROVIDE ANY FURTHER INFORMATION. TS
10051329	CHEVROLET	ASTRO	2000	2003-12-16	CHECY ASTRO CARGO VAN 2000, FRONTAL COLLISION RESULTING IN TOTAL LOSS BY INSURANCE CARRIER. NEITHER FRONT AIR BAG OPERATED.
736342	CHEVROLET	BLAZER	2000	2000-07-21	IN A HEAD-ON COLLISION WITH A GUARDRAIL, BOTH FRONT AIR BAGS FAILED TO DEPLOY. *AK
877186	CHEVROLET	BLAZER	2000		CONSUMER WAS DRIVING AT APPROXIMATELY 30-35 MPH ,AND TO AVOID A CRASH CONSUMER RAN INTO A TREE HEAD-ON. UPON IMPACT, DUAL AIRBAGS DID NOT DEPLOY, CAUSING INJURIES. *AK
8013283	CHEVROLET	BLAZER	2000	2002-07-02	CONSUMER STATES AT A 25MPH VEHICLE CRASHED, HOWEVER THE AIRBAGS DID NOT DEPLOY. CAUSE UNKNOWN. DEALER NOTIFIED. *JB CONSUMER ADDS VEHICLE WAS STRUCK HEAD ON BY AN OUT OF CONTROL VEHICLE TRAVELING 45 MILES. THE RIGHT FRONT FENDER CONTACTED SQUARELY AGAINST CONSUMERS FRONT BUMPER. RESULTING IMPACT TOTALLED CONSUMERS BLAZER. INSPECTORS WERE AMAZED THAT AIR BAGS DID NOT DEPLOY. *TT
8014195	CHEVROLET	BLAZER	2000		WHILE DRIVING 25-30 MPH AND WITHOUT WARNING INVOLVED IN A HEAD-ON COLLISION. UPON IMPACT, AIR BAGS DID NOT DEPLOY. DEALER HAS BEEN NOTIFIED. *AK THERE WERE 2 INJURIES. *YH

8015817	CHEVROLET	BLAZER	2000		WHILE DRIVING 25 MPH ANDWITHOUT WARNING A HEAD ON COLLISION OCCURRED. UPON IMPACT, AIR BAGS DID NOT DEPLOY, AND DRIVER SUSTAINED MINOR INJURIES.*AK
8022825	CHEVROLET	BLAZER	2000	2002-11-01	FRONT CRASH AT 40 MPH, VEHICLE HIT A TREE. NEITHER AIRBAG DEPLOYED, DRIVER SUFFERED MINOR INJURIES. AMOUNT OF DAMAGE UNKNOWN AT THIS TIME. TS
10006273	CHEVROLET	BLAZER	2000	2003-02-01	VEHICLE WAS IN A FRONTAL COLLISION, BUT NONE OF THE AIRBAG DEPLOYED UPON IMPACT. THE DRIVER SUSTAINED HEAD,NECK AND BACK INJURIES. PLEASE PROVIDE MORE DETAILS.
10014969	CHEVROLET	BLAZER	2000	2003-03-15	THE VEHICLE WAS INVOLVED IN A FRONTAL ACCIDENT, AND NONE OF THE AIR BAGS DEPLOYED. *JB
10015762	CHEVROLET	BLAZER	2000	2003-04-12	WHILE DRIVING 45 MPH THE VEHICLE WAS INVOLVED IN A COLLISION BUT THE AIR BAGS DID NOT DEPLOY. *NLM
10016961	CHEVROLET	BLAZER	2000	2003-04-08	HEAD ON COLLISION WITH SOLID CEMENT BRIDGE AT 40+ MPH. AIR BAGS DID NOT DEPLOY, SEAT BELTS DID NOT LOCK IN PLACE ON IMPACT NOR DURING ROLL OVER ON MY 2000 CHEVY BLAZER. *JB
10059300	CHEVROLET	BLAZER	2000	2004-02-07	WHILE DRIVING 45 MPH THE DRIVER DROVE OVER SOME BLACK ICE AND LOST CONTROL OF THE VEHICLE. THE VEHICLE RAN INTO AN EMBANKMENT HEAD ON. THE CONSUMER STATED THAT NEITHER OF THE FRONTAL AIR BAGS DEPLOYED. THE CONSUMER CONTACTED THE DEALER. *NM
10106730	CHEVROLET	BLAZER	2000	2004-12-14	WHILE DRIVING 55 MPH THE CONSUMER WAS INVOLVED IN FRONTAL COLLISION. UPON IMPACT, THE AIR BAGS DID NOT DEPLOY. THE DRIVER SUSTAINED MAJOR NECK,BACK , AND HIP INJURIES. THE VEHICLE WAS TOTALED. *AK (SEE ALSO ODI REF. NO. 10106755 - SAME VEHICLE) *MJJ *TC
10108627	CHEVROLET	BLAZER	2000	2005-01-18	THE TRUCK SLID ON A PATCH OF ICE 100 YARDS AFTER MERGING ONTO THE INNER STATE. THIS RESULTED IN THE CONSUMER LOSING CONTROL OF THE TRUCK. THE TRUCK FRONT DRIVER SIDE IMPACTED A CONCRETE BRIDGE; THEN SWUNG AROUND;THE REAR DRIVER SIDE HIT THE BRIDGE; THIS THREW THE TRUCK INTO THE RIGHT HAND LANE, INTO THE GUARD RAIL , IMPACTING THE FRONT PASSENGER SIDE; THEN THE TRUCK BOUNCED TO THE LEFT HAND LANE AND IMPACTED THE GUARD RAIL HEAD ON. NONE OF THE AIR BAGS DEPLOYED UPON IMPACT. THE DRIVER SUSTAINED SEVERE INJURIES TO THEIR NECK, BACK, AND LEFT SHOULDER. *NM
10132243	CHEVROLET	BLAZER	2000	2005-08-06	T-BONE COLLISION, APPROXIMATELY 45 MPH. FRONT END OF VEHICLE BADLY DAMAGED. NO AIRBAG DEPLOYMENT. *NM
10226626	CHEVROLET	BLAZER	2000	2008-04-30	THE CONTACT'S SPOUSE OWNS THE 2000 CHEVROLET BLAZER. THE CONTRACT STATE THAT THIS DAUGHTER WAS DRIVING APPROXIMATELY 30 MPH, THEN SHE HIT A DIVIDER AND THE VEHICLE ROLLED OVER SEVERAL TIMES LANDING ON THE DRIVERS SIDE OF THE VEHICLE. NEITHER AIR BAR DEPLOYED. THE DRIVER WAS INJURIES AND THE VEHICLE WAS TOTALED BY THE INSURANCE COMPANY. THE CURRENT AND FAILURE MILEAGE IS 85210. JP
10609197	CHEVROLET	BLAZER	2000	2013-07-10	HAD A FRONT END COLLISION. THE FRONT END WAS DESTROYED. NO AIR BAGS WENT OFF. BOTH VEHICLES CAME OFF A RED LIGHT, ALL VEHICLES STOPPED SUDDENLY AND MY TEUCK REAR ENDED A TOYOTA PICKUP. *TR
10693647	CHEVROLET	BLAZER	2000	2015-01-31	TL* THE CONTACT OWNED A 2000 CHEVROLET BLAZER. WHILE DRIVING AT APPROXIMATELY 45 MPH, THE VEHICLE CRASHED HEAD ON INTO ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. A POLICE REPORT WAS FILED AND NO INJURIES WERE REPORTED. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 120,650.
731125	CHEVROLET	SILVERADO	2000	1999-10-23	A CAR ATTEMPTED TO TURN IN FRONT OF US, HE DID NOT MAKE IT. WE WERE TRAVELING BETWEEN 38-40 MPH WHEN WE HIT THE OTHER VEHICLE HEAD ON. AIRBAGS DID NOT DEPLOY ON EITHER SIDE OF THE VEHICLE. THE TRUCK WAS TOTAL LOSS. THE OTHER PARTY'S VEHICLE ALSO WAS A. *AK
734605	CHEVROLET	SILVERADO	2000	2000-09-19	I CONTACTED SARAH SCHILLE OF GENERAL MOTORS ABOUT THIS FAILURE.SHE SENT AN INVESTIGATOR TO TOM BENSON TO LOOK AT THE TRUCK. HE DID WHATEVER HE DOES TO COLLECT DATA FROM THE VEHICLE AND THEN TAKES PICTURES ETC. AND SENDS ALL OF THE INFORMATION TO GM FOR EVALUATION. I FEEL THIS ACCIDENT WAS SEVERE ENOUGH FOR THE AIRBAGS DEPLOY AND I'M NOT SATISFIED AT ALL WITH GM'S RESPONSE TO THE SITUATION. I REQUESTED THE REPORT AND A COPY OF THE DEPLOYMENT CRITERIA FOR THE AIRBAGS I WAS TOLD THAT INFORMATION WILL NOT BE SUPPLIED. HOW AM I TO KNOW IF THIS IS A FAILURE OR NOT. THIS INFORMATION SHOULD NOT BE PRIVATE TO THE MANUFACTURER ONLY. I WANT SOMEONE TO LOOK INTO THIS PROBLEM.
739117	CHEVROLET	SILVERADO	2000	2001-01-02	HIT A GUARD RAIL HEAD ON, WENT OVER IT AND NOSE DIVED INTO A 10FT. DEEP DITCH, FLIPPING ONTO THE ROOF. NEITHER AIRBAG DEPLOYED AFTER HITTING THE FRONT END TWICE.*AK
745943	CHEVROLET	SILVERADO	2000	2001-05-19	MY 2000 CHEVROLET SILVERADO TRUCK WAS INVOLVED IN A HEAD-ON COLLISION ON MAY 19, 01. VEHICLE WAS TRAVELING AT APPROXIMATELY 40 MPH. WHEN VEHICLE WAS STRUCK HEAD-ON AND KNOCKED APPROXIMATELY 23 FT. BACKWARDS ONTO THE SHOULDER OF ROADWAY. UPON IMPACT DRIVER SIDE AIRBAG DID NOT DEPLOY. DRIVER OF TRUCK RECIEVED CONUSIONS, ABRASIONS, AND BRUISING RESULTING FROM CONTACT WITH STEERING COLUMN AND DASH PANEL. BOTH VEHICLES INVOLVED IN CRASH WERE DETERMINED TO BE TOTAL LOSSES.*AK

766686	CHEVROLET	SILVERADO	2000	2002-08-22	THE 2000 CHEVROLET SILVERADO CRASHED HEAD ON INTO A TREE, THE AIRBAGS DID NOT DEPLOY. THE DRIVER, DAKOTA KANETZKY, HAD NUMEROUS FACIAL FRACTURES CAUSED WHEN HIS HEAD HIT AND CRACKED THE WINDSHIELD. HE WAS HOSPITALIZED FOR 5 DAYS AND IS STILL UNDER A DOCTOR'S CARE.*AK
767253	CHEVROLET	SILVERADO	2000		AIR BAGS DID NOT DEPLOY ON RIGHT FRONT COLLISION WITH CONCRETE WALL, *AK
860353	CHEVROLET	SILVERADO	2000	2000-01-19	HEADING SOUTH ON HIGHWAY US 1, TRAVELING 55MPH WITH CRUISE CONTROL ON, ANOTHER VEHICLE COMING NORTH TURNED IN FRONT, AND CONSUMER HIT VEHICLE ON THE SIDE. UPON IMPACT, DRIVER'S SIDE AIRBAG DID NOT DEPLOY. CONTACTED DEALER, AND HE WAS NOT ABLE TO HELP. *AK
871368	CHEVROLET	SILVERADO	2000	2000-09-08	DRIVER HAD LOST CONTROL OF VEHICLE HIT A TELEPHONE POLE HEAD-ON WITH A 50-65 MPH IMPACT, AND THEN DROVE INTO A FIELD. UPON IMPACT, DUAL AIRBAGS DID NOT DEPLOY, BUT SEATBELTS WERE ON AT THE TIME. AS A RESULT, PASSENGER HAD CRACKED STERNUM, AND DRIVER HAD MILD WHIPLASH. PLEASE PROVIDE FURTHER INFORMATION. *AK
872110	CHEVROLET	SILVERADO	2000		CONSUMER WAS INVOLVED IN 55 MPH FRONTAL COLLISION IN WHICH DRIVER'S AND PASSENGER'S AIR BAGS DID NOT DEPLOY. ALSO, FRONT END WAS HEAVILY DAMAGED. PLEASE GIVE ANY FURTHER DETAILS.*AK
872528	CHEVROLET	SILVERADO	2000	2000-04-29	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH A TREE AT 20 MPH, AND BOTH AIR BAGS DID NOT DEPLOY. DEALER/MANUFACTURER WERE NOT NOTIFIED AT THIS TIME. PLEASE FEEL FREE TO PROVIDE ANY FURTHER DETAILS. *AK
878288	CHEVROLET	SILVERADO	2000		WHILE TRAVELING AT SPEED 45 MPH WHEN REAR ENDED ANOTHER VEHICLE. UPON IMPACT, DRIVER'S AIR BAG DID NOT DEPLOY. *AK
886000	CHEVROLET	SILVERADO	2000	2001-04-08	CONSUMER WAS TRAVELING AT APPROXIMATELY 60 MPH WHEN A TRAFFIC JAM AHEAD OF HIM OCCURRED. CONSUMER APPLIED BRAKES AND ATTEMPTED TO SLOW DOWN. BRAKES FAILED TO SLOW VEHICLE DOWN, AND REAR ENDED A VEHICLE IN FRONT OF HIM ON FRONT DRIVERS SIDE OF VEHICLE. BOTH FRONTAL AIRBAGS FAILED TO DEPLOY. PLEASE PROVIDE ANY ADDITIONAL INFORMATION/ATTACHMENTS.*AK
887723	CHEVROLET	SILVERADO	2000	2001-04-23	WAS TRAVELING 60MPH AND LOST CONTROL OF VEHICLE DUE TO ITS DRIFTING. IT WENT SIDEWAYS AND OFF THE ROAD. THEN, VEHICLE WENT AIR BORNE AFTER STRADDLING. DRIVEWAY WAS OF CONCRETE TILE. LANDED ON BUMPER, THEN FLIPPED ON TOP. AIR BAGS FAILED TO DEPLOY. DRIVER SUFFERED INJURIES AND WAS HOSPITALIZED.*AK
891918	CHEVROLET	SILVERADO	2000	2001-06-13	WHILE TRAVELING AT APPROXIMATELY 45 TO 50 MPH VEHICLE IMPACTED ANOTHER VEHICLE, CAUSING \$11,000 WORTH OF DAMAGE TO FRONT OF TRUCK. UPON IMPACT, DRIVER'S AIR BAG FAILED TO DEPLOY WHILE PASSENGER'S AIR BAG WAS TURNED OFF. INSURANCE COMPANY WAS HAVING VEHICLE REPAIRED. PLEASE PROVIDE ANY ADDITIONAL INFORMATION/ATTACHMENTS. *DRIVER EXPERIENCED NECK INJURIES AND STIFF NECK. *AK
892771	CHEVROLET	SILVERADO	2000	2001-06-28	HEAD COLLISION AT 60-65MPH, AND AIR BAGS DID NOT DEPLOY. THERE WAS NO PRIOR WARNING. CONTACTED MANUFACTURER, AND MANUFACTURER WAS NOT WILLING TO DO ANYTHING.*AK
893040	CHEVROLET	SILVERADO	2000	2001-06-25	WHILE DRIVING 30 TO 35 MPH HAD A CRASH, AND AIRBAGS DID NOT DEPLOY. DAMAGED FRONT END OF TRUCK. CONTACTED DEALER. *AK
895573	CHEVROLET	SILVERADO	2000	2001-08-29	CONSUMER WAS TRAVELING ABOUT 40MPH ON HIGHWAY AND THERE WAS OIL ON HIGHWAY. CONSUMER LOST CONTROL OF THE VEHICLE, AND IT HIT A GUARDRAIL. UPON IMPACT, DRIVER'S SIDE AIRBAG DIDN'T DEPLOY. DEALERSHIP WAS AWARE OF PROBLEM. *AK DRIVER RECEIVED BACK AND NECK INJURIES. *SLC
8001868	CHEVROLET	SILVERADO	2000	2001-12-18	CONSUMER STATED VEHICLE WAS INVOLVED IN A FRONTAL CRASH OF 30 MPH, AND THE AIR BAGS DID NOT DEPLOY, DEALER DID NOT CHECK VEHICLE, BECAUSE GM WOULD NOT GIVE THEM PERMISSION. *AK *JG
8001872	CHEVROLET	SILVERADO	2000	2001-12-11	WHILE DRIVING, VEHICLE WAS INVOLVED IN AN ACCIDENT. UPON IMPACT, AIR BAG ON DRIVER/PASSENGER SIDE DID NOT DEPLOY, DRIVER WAS INJURED. *AK *YH
8014186	CHEVROLET	SILVERADO	2000	2002-07-03	WHILE DRIVING WAS HIT HEAD-ON BY ANOTHER VEHICLE AND BOTH DRIVER AND PASSENGERS AIRBAGS DID NOT DEPLOY. CONSUMER WAS DRIVING APPROXIMATELY 30MPH, AND THE OTHER VEHICLE WAS DRIVING APPROXIMATELY 40-50MPH.*AK THERE WERE 2 INJURIEES. *YH
8016756	CHEVROLET	SILVERADO	2000	2002-08-04	IN A FRONTAL COLLISION, VEHICLE ROLLED 4 TIMES. UPON IMPACT, NONE OF THE AIR BAGS DEPLOYED.*AK
8017393	CHEVROLET	SILVERADO	2000	2002-08-25	VEHICLE INVOLVED WAS IN A FRONTAL COLLISION WITH A TREE, UPON IMPACT AIR BAGS DID NOT DEPLOY. VEHICLE WAS TRAVELING APPROXIMATELY 40MPH.*AK CONSUMER STATED THE ROAD WAS UNEVEN AND THE RIGHT SIDE TIRES WAS CAUGHT IN A WASHOUT, CONSUMER TRIED TO BRING THE TIRES BACK ON THE ROAD BUT OVERCORRECTED, THE VEHICLE THEN BEGAN TO FISHTAIL AFTER COMING BACK ON THE ROAD, SLID ACROSS THE HIGHWAY AND HIT A TREE, THE DRIVER SUFFERED INJURIES.*JB
8017521	CHEVROLET	SILVERADO	2000	2002-08-01	WHILE TRAVELING AT 55 MPH LOST CONTROL OF VEHICLE AND HIT A CONCRETE DIVIDER, VEHICLE WAS AIRBORNE AND LANDED ON DRIVER'S SIDE. NONE OF THE AIRBAGS DEPLOYED, AND CONSUMER SUSTAINED LEG INJURY. PLEASE PROVIDE ANY FURTHER INFORMATION.*AK
8018038	CHEVROLET	SILVERADO	2000		UPON A FRONTAL IMPACT AT ESTIMATED SPEED OF 55 MPH, NEITHER DUAL AIR BAG DEPLOYED. CHEVROLET TOLD CONSUMER THAT AIR BAGS DEPLOY IN CERTAIN SITUATIONS. OWNER HAS RECEIVED A RECALL NOTICE FOR AIR BAGS. PLEASE DESCRIBE DETAILS. *AK

8022592	CHEVROLET	SILVERADO	2000	2002-09-28	CONSUMER WAS TRAVELING AROUND A CURVE, CONSUMER SUDDENLY LOST CONTROL OF VEHICLE. CONSUMER STATES VEHICLE SLAMMED INTO A TREE AND NONE OF THE AIRBAGS DEPLOYED. PLEASE PROVIDE ANY FURTHER INFORMATION. MR
8023044	CHEVROLET	SILVERADO	2000	2002-11-06	VEHICLE WAS IN A FRONT COLLISION AND NONE OF THE AIR BAGS DEPLOYED UPON IMPACT. NONE OF THE OCCUPANTS IN THE VEHICLE WERE SERIOUSLY INJURED AT TIME OF THE ACCIDENT. PLEASE PROVIDE MORE DETAILS. TS
10005962	CHEVROLET	SILVERADO	2000		AIR BAGS FAILED TO DEPLOY IN A COLLISION, RESULTING IN A FATALITY. *AK *JB
10008044	CHEVROLET	SILVERADO	2000	2003-01-26	AIR BAGS FAILED TO DEPLOY FROM FRONTAL IMPACT DURING MOTOR VEHICLE ACCIDENT
10008151	CHEVROLET	SILVERADO	2000	2003-02-16	THE VEHICLE WAS INVOLVED IN AN ACCIDENT, AND THE AIR BAG FAILED TO DEPLOY.*JB
10022039	CHEVROLET	SILVERADO	2000	2003-04-11	THE VEHICLE WAS INVOLVED IN FRONTAL COLLISION, AND THE AIR BAGS FAILED TO DEPLOY. THE CONSUMER WAS INJURED. *AK *TS *JB
10027230	CHEVROLET	SILVERADO	2000	2003-06-16	THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WHILE DRIVING AT 40 MPH AND NONE OF THE AIR BAGS DEPLOYED UPON IMPACT. DRIVER IMPACTED THE STEERING WHEEL, AND DRIVER'S SIDE SEAT BELT DIDN'T RETRACT.*AK *PH *JB
10029556	CHEVROLET	SILVERADO	2000	2003-07-17	WHILE DRIVING AT 45MPH CONSUMER HAD A FRONT COLLISION ,AND NEITHER OF THE FRONT BAGS DEPLOYED.*AK
10044432	CHEVROLET	SILVERADO	2000		AIR BAGS DID NOT DEPLOY WHEN VEHICLE STRUCK A TREE HEAD ON. VEHICLE WAS TRAVELING AT 40 MPH. DRIVER WAS INJURED. *AK
10045511	CHEVROLET	SILVERADO	2000	2003-09-28	I REARENDED A VEHICLE THAT WAS SITTING STILL IN THE MIDDLE OF THE ROAD, I WAS TRAVELING ABOUT 40-45 MPH, AND NEITHER AIR BAG DEPLOYED. I WAS SHIFTED IN THE VEHICLE AND HAVE KNEE AND BACK PROBLEMS. *LA
10081392	CHEVROLET	SILVERADO	2000	2004-06-22	WHILE DRIVING 45-55 MPH CONSUMER'S VEHICLE WAS REAR-END BY A TRACTOR TRAILER. PUSHING CONSUMER'S VEHICLE OFF ROAD AND INTO A DITCH, FRONT END FIRST. UPON IMPACT, AIR BAGS DID NOT DEPLOY. *AK BOTH THE DRIVER AND THE PASSENGER SUSTAINED INJURIES. THE DRIVER INJURED HIS NECK, BACK, HIPS AND PELVIS. THE PASSENGER INJURED HER RIGHT SHOULDER, CHEST, BACK AND HIPS.
10101301	CHEVROLET	SILVERADO	2000	2004-11-02	CONSUMER'S VEHICLE WAS INVOLVED IN A HEAD ON COLLISION WHILE DRIVING AT 25-30 MPH. UPON IMPACT, AIR BAGS DID NOT DEPLOY. RECALL 02V178000 WAS ISSUED. MANUFACTURER WAS NOT WILLING TO ASSIST THE CONSUMER. *AK
10108404	CHEVROLET	SILVERADO	2000	2005-01-11	THE EVENT WAS A CAR PULLED OUT IN FRONT OF ME WHICH STILL HIT THE DRIVER'S SIDE OF MY VEHICLE (2000 CHEVY SILVERADO). THEN MY TRUCK HAD A FULL FRONTAL IMPACT AT GREATER THAN 30 MPH INTO A DIRT WALL IN WHICH NEITHER THE DRIVER'S NOR PASSENGER'S AIRBAGS DEPLOYED (THE TRUCK IS TOTALLED). I HIT THE STEERING WHEEL AND GOT A CONCUSSION WITH BLOOD AROUND THE BRAIN, A BROKE CHEEK BONE, AND FRACTURED HIP. MY WIFE WAS 33 WEEKS PREGANANT AT THE TIME AND HER WATER BROKE AND SHE GOT A COMPOUND FRACTURE IN THE LOWER LEG/ANKLE. AS A RESULT OF THE WATER BREAKING MY SON WAS BORN 3 DAYS LATER 7 WEEKS PREMATURE. AS FOR WHAT WAS DONE TO CORRECT THE PROBLEM I'M HOPING IT WILL AT LEAST BE INVESTIGATED TO MAKE SURE THIS IS NOT A SYSTEMIC PROBLEM (I.E. SOFTWARE SCREWUP SOMETHING NOT HOOKED UP RIGHT IN THE AIRBAG SYSTEM ETC). I HAVE PICS OF THE TRUCK AND THE CRASH SITE I CAN SEND IF NECESSARY. I CAN ALSO PROVIDE THE LOCATION OF THE TRUCK SO IT CAN BE INSPECTED.*AK
10111181	CHEVROLET	SILVERADO	2000	2004-12-23	RECALL CAMPAIGN 02V078 00 CONCERNING AIR BAG SENSING MODULE. CONSUMER'S VEHICLE WAS INVOLVED IN A REAR END COLLISION, IT CRASHED INTO ANOTHER VEHICLE IN FRONT AT 50 MPH. UPON IMPACT, NEITHER FRONTAL AIR BAG DEPLOYED. CONSUMER SUSTAINED INJURIES, AND WAS TRANSPORTED TO THE LOCAL HOSPITAL BY AMBULANCE. DEALER AND MANUFACTURER WERE NOTIFIED. *AK
10113830	CHEVROLET	SILVERADO	2000	2005-03-08	WHILE DRIVING 20 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A FRONTAL COLLISION. UPON IMPACT, BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. VEHICLE WAS TOWED TO A GARAGE FOR INSPECTION. THE CAUSE HAD NOT BEEN DETERMINED AT THIS TIME. THIS INFORMATION WAS PROVIDED BY RICKY'S WIFE KAREN FLIMP. *AK
10120946	CHEVROLET	SILVERADO	2000	2005-05-06	I WAS IN A HEAD ON COLLISION AND RECEIVED A COMPOUND FRACTURE TO MY RIGHT FEMUR BONE, 2 BLACK EYES AND FRACTURED RIBS DUE TO THE INACTIVATION OF THE DRIVERS AND PASSENGER AIRBAG MODULES, ALSO THE STEERING WHEEL BENT RESEMBLING AN AIRPLANE WHEEL. MY WIFE CHECKED THE INTERNET AFTER THE INCIDENT AND FOUND THERE WAS A RECALL FOR THE AIRBAG MODULE ON THE YEAR OF MY 2000 CHEVROLET SILVERADO TRUCK. WE WERE NEVER NOTIFIED OF THIS BEFORE THE INCIDENT, BUT ARE CURRENTLY RECEIVING UPDATES TODAY. DO NOT UNDERSTAND WHY WE WERE NEVER NOTIFIED OF THIS. THE TRUCK IS NOW IN A STORAGE YARD AND WE ARE AWAITING THE RESPONSE FROM THE INSURANCE ADJUSTOR.
10122067	CHEVROLET	SILVERADO	2000	2005-03-19	OFF CENTER HEAD ON CRASH WITH 2 SIMILAR 2000 CHEVY SILVERADO EXTENDED CAB PICK UP TRUCKS. ESTIMATED IMPACT SPEED 90 MPH (60 MPH VEHICLE 2, 30 MPH VEHICLE 1 PER CHP REPORT) NO AIRBAG DEPLOYMENT OF EITHER VEHICLE.
10128831	CHEVROLET	SILVERADO	2000	2005-07-01	AIR BAGS DID NOT DEPLOY UPON IMPACT
10137048	CHEVROLET	SILVERADO	2000	2005-09-11	DT: CONSUMER'S VEHICLE WAS INVOLVED IN A CAR ACCIDENT ON SEPTEMBER 11, 2005 WHILE DRIVING 50-55 MPH. IT WAS A HEAD ON COLLISION. UPON IMPACT, DRIVER'S SIDE AIR BAG DID NOT DEPLOY. THE CONSUMER HAD NOT CONTACTED THE DEALER OR MANUFACTURER. *AK

10139984	CHEVROLET	SILVERADO	2000	2005-06-17	DT: THE CONTACT'S SON WAS INVOLVED IN AN ACCIDENT ON 6-17-05. THE CONTACT RECEIVED A COPY OF THE CRASH REPORT. UPON IMPACT, NEITHER AIR BAG DEPLOYED. THE VEHICLE HIT SEVERAL TREES. THE POLICE REPORT STATED THE SPEED LIMIT WAS 55 MPH. THE PASSENGER'S HEAD WENT THROUGH THE WINDSHIELD, BUT PASSENGER WAS NOT SERIOUSLY HURT. NEITHER THE DRIVER NOR THE PASSENGER HAD TO GO TO THE HOSPITAL. THE CONTACT REPORTED THAT AIR BAG LIGHT ILLUMINATED IN THE CAR PRIOR TO THE INCIDENT. THE INSURANCE COMPANY HAS BEEN NOTIFIED. THE TRUCK WAS TOTALED. THE CONTACT TOOK PICTURES OF THE PINE TREE THAT WAS EMBEDDED IN THE HOOD. UPDATED 11/15/05. *JB
10199593	CHEVROLET	SILVERADO	2000	2007-08-10	TL*THE CONTACT OWNS A 2000 CHEVROLET SILVERADO. WHILE DRIVING 30 MPH HE DEPRESSED THE BRAKES AND CRASHED INTO THE VEHICLE IN FRONT OF HIM. THE AIR BAGS DID NOT DEPLOY. THE FRONT SEAT PASSENGER SUSTAINED A LACERATED SPLEEN AND CONTUSION OF THE HEART. A COMPLAINT WAS SUBMITTED TO THE MANUFACTURER (COMPLAINT # 71-546827970). THE CURRENT AND FAILURE MILEAGES WERE 128,000. UPDATED 02-01-08 *BF UPDATED 02/01/08 *TR
10328507	CHEVROLET	SILVERADO	2000	1901-01-01	CONSUMER STATES THAT AIRBAGS DID NOT DEPLOY DURING ACCIDENT IN A 2000 CHEVROLET SILVERADO CAUSING SERIOUS INJURY. *GR
878851	CHEVROLET	SUBURBAN	2000	2000-12-11	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT 60MPH. UPON IMPACT, AIRBAGS DID NOT DEPLOY. VEHICLE ROLLED OVER, AND VEHICLE EXPLODED. THERE WERE MINOR INJURIES.*AK
8002321	CHEVROLET	SUBURBAN	2000		WHILE DRIVING AT 25 MPH AN ACCIDENT OCCURRED, AND SEATBELT DID NOT TIGHTEN/ AIRBAG DID NOT DEPLOY. . PLEASE PROVIDE ANY FURTHER INFORMATION, AND IDENTIFICATION NUMBER.*AK
8017775	CHEVROLET	SUBURBAN	2000		A TIRE SHEARED OFF, ANOTHER TRUCK CROSSING MEDIAN BEGAN HEADING STRAIGHT TO CONSUMER'S VEHICLE. DRIVER ATTEMPTED TO MANUEVER, BUT RAN OFF THE ROAD. UPON FRONTAL OFF CENTERED IMPACT AT 60 MPH, AND DUAL AIR BAGS FAILED TO DEPLOY.*AK
557967	CHEVROLET	TAHOE	2000	2000-09-01	RIGHT FRONT TIRE (NO MAKE OR MODEL PROVIDED) EXPERIENCED A BLOWOUT, CAUSING THE VEHICLE TO GO OFF THE ROAD, COME BACK ONTO THE ROADWAY, AND CRASH INTO A CEMENT WALL, THE CONSUMER STATED THAT HE BELIEVED THE BACK RIGHT TIRE EXPERIENCED A BLOWOUT AS WELL, DURING THE CRASH THE AIRBAG EXPERIENCED A NO DEPLOYMENT, ONE PERSON WAS INJURED DUE TO THE INCIDENT. (OHIO TRAFFIC CRASH REPORT) *SLC
563859	CHEVROLET	TAHOE	2000	2001-10-03	THE CONSUMER WAS INVOLVED IN A MAJOR ACCIDENT BUT THE DRIVER SIDE AIR BAGS FAILED TO DEPLOY. THE CONSUMER SUFFERED INJURIES. *YH
567545	CHEVROLET	TAHOE	2000	2000-11-11	CONSUMER WAS IN TWO ACCIDENTS. ONE IN NOVEMBER OF 2000 AND THE OTHER IN SEPTEMBER OF 2002. THE AIR BAGS DID NOT DEPLOY IN EITHER INCIDENT. CONSUMER DESCRIBED THE INCIDENTS TO A REPRESENTATIVE OF GENERAL MOTORS. CONSUMER WAS INFORMED THAT THE AIR BAGS SHOULD NOT HAVE DEPLOYED, IN THE FIRST ACCIDENT THERE WAS ONE INJURY, IN THE SECOND ACCIDENT, THERE WERE TWO INJURIES. *JG
740413	CHEVROLET	TAHOE	2000	2001-02-01	HEAD ON COLLISION, IMPACT ON FRONT RIGHT SIDE, HIT AND SHEARED IN HALF A WOODEN UTILITY POLE, NO AIR BAG DEPLOYMENT ON EITHER SIDE, BUMPER IS CURLED UNDER FRONT END OF VEHICLE. *AK
767411	CHEVROLET	TAHOE	2000	2001-11-11	ON NOVEMBER 11,2000 I HAD A HEAD ON COLLISION (NOT MY FAULT) AND THE AIRBAGS DIDN'T DEPLOY. THEN ON SEPT 1,02 WE HAD A ACCIDENT ON INTERSTATE 95 THAT WE TOTALED THE TAHOE AND THE BODY SHOP CALLED GM SINCE THE AIRBAGS DIDN'T DEPLOY AGAIN. MR. LATTERMERE FROM GM CALLED ME AND TOLD ME OVER THE PHONE AFTER I DESCRIBE THE ACCIDENT TO HIM THAT , AS HE DREW A PICTURE ON PAPER, "THAT THE AIR BAGS SHOULDN'T HAVE DEPLOYED". I FIND IT VERY DIFFICULT THAT A PERSON CAN DRAW A PICTURE AND TELL ME THIS. I WOULD LIKE FOR YOUR ORGANIZATION TO INSPECT THIS VEHICLE AND RETRIEVE THE COMPUTER INFORMATION AND LET ME KNOW WHAT YOU THINK. GM SENT AN "INDEPENDENT" INSPECTOR OUT TO DO A REPORT BUT I HAVE NOTHING FROM HIM OR GM ON THE FINDING. I HAVE LEFT MESSAGES FOR MR. LATTERMERE TO CALL ME TO NO AVAIL.*AK
8018021	CHEVROLET	TAHOE	2000	2002-09-01	CONSUMER STATES WHILE DRIVING 55MPH HIT CONCRETE DIVIDER AND AIR BAGS DID NOT DEPLOY.*JB
10111305	CHEVROLET	TAHOE	2000	2005-01-02	WHILE DRIVING CONSUMER HIT A PATCH OF ICE WHICH SENT THE VEHICLE SLIDING, AND CAUSING AN ACCIDENT. HOWEVER, THE AIR BAGS DID NOT DEPLOY, AND CONSUMER WAS INJURED. CONSUMER CONTACTED THE DEALER, AND MANUFACTURER. *AK CONSUMER FEELS THAT MUCH OF THE PAIN AND SUFFERING MIGHT HAVE BEEN PREVENTED BY THE PROTECTION OF THE 4 AIR BAGS IN THIS TAHOE-NONE OF WHICH DEPLOYED UPON AN IMPACT THAT CRUSHED THE FRONT OF THE VEHICLE. JAMMED THE FRONT PASSENGER DOOR WHICH CONSUMER COULD NOT OPEN , AND BENT THE CAR'S FRAME BEYOND REPAIR. *BF
10150002	CHEVROLET	TAHOE	2000	2006-02-08	I WAS RECENTLY IN AN ACCIDENT AND MY 2 CHILDREN WERE IN THE VEHICLE WITH ME. I WAS IN A 5 CAR WRECK IN WHICH MY VEHICLE, AND THE ONE IN FRONT OF ME WERE TOTALED. UPON IMPACT ON THE FRONT OF MY TRUCK, MY AIR BAGS DIDN'T DEPLOY NOR DID MY SEAT BELTS LOCK. MY 11 YR OLD HIT HIS HEAD ON THE DASH, REQUIRING IMMEDIATE MEDICAL ATTENTION FOR A SEVERE LACERATION WHICH REQUIRED STITCHES. I LEARNED FROM GMC THERE WAS A RECALL ON MY TRUCK FOR AIR BAG MALFUNCTIONS AND I WAS NEVER NOTIFIED. *NM

10249443	CHEVROLET	TAHOE	2000	2008-11-05	TL*THE CONTACT OWNS A 2000 CHEVROLET TAHOE. WHILE DRIVING APPROXIMATELY 35 MPH, THE VEHICLE CRASHED INTO A LAMP POST THAT WAS SURROUNDED BY CEMENT. THE FRONT END WAS PUSHED IN, WHICH CAUSED THE ENGINE TO SHIFT. THE AIR BAGS FAILED TO DEPLOY AND THE DRIVER SUSTAINED INJURIES TO HIS BACK AND NECK. THE VEHICLE WAS TOWED TO A LOCAL REPAIR SHOP AND THE MECHANIC STATED THAT THE AIR BAGS SHOULD HAVE DEPLOYED. THE DEALER WAS NOT NOTIFIED. THE MANUFACTURER FILED A CASE AND STATED THAT THEY WOULD BE IN TOUCH WITH THEIR DECISION. THE CURRENT AND FAILURE MILEAGES WERE 144,000.
11190477	CHEVROLET	TAHOE	2000	2019-03-17	TL* THE CONTACT OWNS A 2000 CHEVROLET TAHOE. WHILE THE CONTACT'S SON WAS DRIVING 40 MPH, HE CRASHED INTO A VEHICLE THAT RAN A RED LIGHT. THE AIR BAGS DID NOT DEPLOY. THE CONTACT'S SON SUSTAINED CHEST, LOWER BACK, AND NECK PAINS THAT REQUIRED MEDICAL ATTENTION. THE CONTACT'S SON WENT TO THE EMERGENCY ROOM TWO SEPARATE TIMES. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOW YARD. THE CONTACT WAS WAITING FOR FINALIZED INFORMATION FROM THE INSURANCE COMPANY TO DETERMINE IF THE VEHICLE WAS TOTALED. THE DEALER AND MANUFACTURER WERE NOT CONTACTED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED. THE FAILURE MILEAGE WAS UNKNOWN.
864850	CHEVROLET	TRACKER	2000	2000-06-28	HAD A DIRECT FRONTAL IMPACT, AND DRIVER AND PASSENGER AIRBAG DID NOT DEPLOY WHICH DID NOT PROTECT THE OCCUPANTS IN THE CRASH. NO PRIOR PROBLEMS WITH THE AIRBAG SYSTEM. *AK *ML
870591	CHEVROLET	TRACKER	2000	2000-07-22	DRIVING AT APPROXIMATELY 50 MPH DRIVER SWERVED TO AVOID HITTING ANOTHER VEHICLE AND LOST CONTROL. VEHICLE WENT ACROSS FREEWAY AND HIT A STEEL BARRIER WITH THE RIGHT FRONT PASSENGER'S SIDE, AND CONTINUED ON FOR A BLOCK. THEN, WENT INTO A DITCH, NOSE FIRST UPON IMPACT, DUAL AIRBAGS DID NOT DEPLOY, CAUSING MINOR INJURIES IN STERNUM AND HEAD. NO INDICATION OF AIRBAG BEING DEFECTIVE. VEHICLE WAS A TOTAL LOSS. *AK
883185	CHEVROLET	TRACKER	2000	2001-01-31	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH A 1985 528i, BMW, SPEED WAS NOT DETERMINED, AND BOTH AIR BAGS DID NOT DEPLOY. DEALER / MANUFACTURER WERE NOTIFIED, AND UNWILLING TO ASSIST IN THIS MATTER. FEEL FREE TO PROVIDE ANY FURTHER DETAILS ON THIS MATTER. *AK
891375	CHEVROLET	TRACKER	2000	2001-06-16	WHILE DRIVING AT 45 MPH CONSUMER'S VEHICLE WAS INVOLVED IN A DIRECT FRONTAL COLLISION. UPON IMPACT, NEITHER DRIVER'S SIDE NOR PASSENGER'S SIDE AIR BAGS DEPLOYED. DEALER WILL INSPECT VEHICLE. PLEASE PROVIDE ANY FURTHER DETAILS. *AK
897476	CHEVROLET	TRACKER	2000	2001-09-29	FRONTAL AIRBAGS DID NOT DEPLOY WHEN VEHICLE WAS INVOLVED IN A HEAD-ON ACCIDENT AT 30-35 MPH. CONSUMER COLLIDED WITH ANOTHER VEHICLE WHILE MAKING A TURN. VEHICLE HAD FRONTAL DAMAGE. *AK 8SLC
558644	GMC	YUKON	2000	2000-12-16	THE AIRBAG DID NOT DEPLOY IN A HEAD ON COLLISION RESULTING IN INJURIES. NLM
8009240	GMC	YUKON	2000	2002-05-05	FRONTAL COLLISION AT 40-45 MPH, NEITHER AIRBAG DEPLOYED. DRIVER SUFFERED HEAD INJURY. *AK *YD
10141369	GMC	YUKON	2000	2005-09-23	DT: THE CONTACT STATED THAT WHILE TRAVELING 31 MPH ON A GRAVEL ROAD IN DRY CONDITIONS THE CONTACT LOST CONTROL OF THE VEHICLE AND IT STRUCK A TREE. UPON IMPACT, THE AIRBAGS DID NOT DEPLOY. THE FRONT PASSENGER HAD TO BE EXTRACTED FROM THE VEHICLE. THE DASHBOARD COLLAPSED INTO THE FRONT SEAT ALONG WITH THE FIREWALL. THERE WERE 3 INJURIES, AND A POLICE REPORT WAS TAKEN. THE VEHICLE WAS TOTALED. A GM REPRESENTATIVE RETRIEVED THE BLACK DETECTION BOX, VERIFIED THE SPEED OF 31 MPH, AND DETERMINED THAT THE AIRBAGS SHOULD HAVE DEPLOYED. GM PURCHASED THE SALVAGED VEHICLE FROM THE INSURANCE COMPANY AND DESTROYED IT. *AK
729997	ISUZU	AMIGO	2000	2000-08-29	MY WIFE AND DAUGHTER WERE INVOLVED IN A CRASH WITH OUR 2000 ISUZU AMIGO. MY WIFE IMPACTED A VEHICLE WHICH HAD CRASHED INTO ANOTHER VEHICLE AT APPROXIMATELY 25 MPH. NEITHER AIR BAG DEPLOYED NOR DID THE SEAT BELT TIGHTEN UP TO RESTRAIN MY WIFE, WHICH RESULTED IN HER IMPACTING THE STEERING WHEEL. AT THE SAME TIME, THE DRIVERS SEAT MOVED FORWARD AND DID NOT REMAIN STATIONARY.
10052346	ISUZU	RODEO	2000	2004-01-04	DURING A 40 MPH CRASH INTO A CONCRETE CENTER DIVIDER ON A INTERSTATE IN WHICH THE VEHICLE MADE CONTACT WITH THE FRONT AND DRIVER FRONT AREA, CAUSING EXTENSIVE DAMAGES. INCLUDING PUSHING BUMPER,GRILLE,HEADLIGHTS AND HOOD UP INTO THE ENGINE COMPARTMENT. TO MY SHOCK THE AIRBAGS DID NOT DEPLOY. WHAT IS UP WITH THIS? DO THEY JUST TELL YOU THEY ARE THERE AND THEY DON'T WORK WHEN YOU NEED THEM??? I WILL NOT PURCHASE ANOTHER ISUZU PRODUCT AND AM SEEKING A CLAIM AGAINST ISUZU TO FIND OUT WHAT THE PROBLEM MIGHT BE. THANK YOU FOR YOUR TIME!! *LA
10083770	ISUZU	RODEO	2000	2004-02-26	AIR BAGS ON 2000 ISUZU RODEO ARE DEFECTIVE.*MR THE CONSUMER WAS INVOLVED IN A FRONT END COLLISION YET NONE OF THE AIR BAGS DEPLOYED. THE CONSUMER CONTACTED THE MANUFACTURER ABOUT THE AIR BAGS BUT THE REPRESENTATIVE DID NOT SEEM TO BE TOO CONCERNED ABOUT THE SITUATION. THE CONSUMER BELIEVES THE AIR BAG SHOULD HAVE DEPLOYED AND DOESN'T FEEL SAFE IN THE VEHICLE. *NM

10087550	ISUZU	RODEO	2000	2004-02-26	VEHICLE WAS INVOLVED IN AN ACCIDENT WHILE TRAVELING AT 25 TO 30 MPH BUT THE AIR BAGS DID NOT DEPLOY.*MR THE CONSUMER WAS INVOLVED IN A FRONT END COLLISION YET NONE OF THE AIR BAGS DEPLOYED. THE CONSUMER CONTACTED THE MANUFACTURER ABOUT THE AIR BAGS BUT THE REPRESENTATIVE DID NOT SEEM TO BE TOO CONCERNED ABOUT THE SITUATION. THE CONSUMER BELIEVES THE AIR BAG SHOULD HAVE DEPLOYED AND DOESN'T FEEL SAFE IN THE VEHICLE. THE VEHICLE SUSTAINED \$6881. WORTH OF FRONT END DAMAGE. *NM
10163811	ISUZU	RODEO	2000	2006-07-20	I WAS IN AN ACCIDENT ON JULY 20,2006. A GIRL RAN A RED LIGHT AND I HIT HER IN THE PASSENGER SIDE OF HER CAR HEAD ON WITH MY 2000 ISUZU RODEO. IT WAS A FULL FRONTAL COLLISION FOR ME AND MY CHILDREN. LUCKILY , WE ARE ALWAYS BUCKLED UP BECAUSE NONE OF MY AIRBAGS DEPLOYED AT ALL. THE OTHER CAR WAS GOING ABOUT 60 MPH AND HER AIRBAG DEPLOYED WHEN I HIT HER BUT MINE DID NOT. LUCKILY, MY CHILDREN WERE NOT HURT BADLY BUT UNFORTUNATELY, I SUSTAINED NECK, BACK AND KNEE INJURIES. I WAS AND STILL AM VERY UPSET THAT MY AIRBAGS FAILED. EVEN THE OWNER OF THE BODY SHOP I USE WAS IN SHOCK THAT THEY DID NOT DEPLOY AS THE IMPACT WAS ENOUGH TO SPLIT THE FRAME OF MY RODEO AND TOTAL IT OUT. I WILL NOT BUY ANOTHER ISUZU AND I WILL ALSO NOT RECOMMEND THEM TO MY FAMILY OR FRIENDS IN THE FUTURE. THANK YOU FOR YOUR TIME, I HOPE I CAN HELP ANOTHER FAMILY FROM GETTING INJURED.
745106	ISUZU	TROOPER	2000	2001-05-02	THE ESTIMATES ARE NOT ALL IN YET, SO THE \$27,000 IS A GUESS AT THIS STAGE. MY FRIEND ALSO HAD A TROOPER WHOSE AIRBAGS FAILED AT LEAST ON ONE FRONT END CRASH.*AK
8009110	ISUZU	TROOPER	2000	2002-04-13	WHILE DRIVING 45MPH T-BONED ANOTHER VEHICLE AND AIR BAGS DIDNOT DEPLOY. DRIVER AND 3 PASSENGERS SUSTAINED INJURIES. *AK
10160322	ISUZU	TROOPER	2000	2006-06-10	DT*: THE CONTACT STATED WHILE DRIVING 15 - 20 MPH THROUGH AT INTERSECTION ANOTHER VEHICLE RAN A STOP SIGN AND HIT THE CONTACT'S VEHICLE. THE VEHICLE RAN INTO A TREE SMASHING THE FRONT OF THE VEHICLE. THE FRONTAL AIR BAGS DID NOT DEPLOY. THE AIR BAG LIGHT DID NOT ILLUMINATE PRIOR TO THE INCIDENT. THE CONTACT WAS WEARING A SEATBELT, HOWEVER INJURIES WERE INCURRED. THE CONTACT HAD BRUISING TO THE FACE AND A SPRAINED HIP. A POLICE REPORT WAS FILED AT THE SCENE. THE VEHICLE WAS DEEMED TOTALED BY THE INSURANCE COMPANY.
744466	CHEVROLET	ASTRO	1999	2001-04-23	MY VEHICLE WAS STRUCK HEAD ON BY AN ONCOMING AUTO TRAVELING AT 45 MPH. MY VEHICLE WAS TRAVELING AT 35 MPH. THE IMPACT WAS AT 12:00. MY AIRBAG DID NOT DEPLOY NOR DID THE PASSENGER SIDE AIR BAG. I WAS 3 POINT BELTED AT THE TIME OF THE COLLISION. THE OTHER VEHICLE WAS A CHEVROLET BERRETA 2 DOOR AUTOMOBILE.*AK
757589	CHEVROLET	ASTRO	1999	2001-12-12	WAS IN FRONT IMPACT HEAD-N COLLISION ON 12/12/01. SPEED BETWEEN 40 AND 65 MPH. AIRBAGS FAILED TO DEPLOY.*AK
759758	CHEVROLET	ASTRO	1999	2002-02-19	AIR BAGS DID NOT DEPLOY IN A NEARLY HEAD-ON CRASH AT AN ESTIMATED SPEED OF 60 MPH. RELATIVE SPEED MAY HAVE BEEN LESS, BECAUSE VEHICLE WHICH THIS VAN HIT WAS SLIDING BACKWARDS IN THE SAME DIRECTION OF TRAVEL AS THE VAN. HOWEVER, CLOSING SPEED HAD TO BE SIGNIFICANT TO CAUSE IT TO BE DAMAGED BEYOND REPAIR WITHIN ITS \$13,000 VALUE. VEHICLE WAS A TOTAL LOSS. WE HAVE OWNED THIS VEHICLE SINCE NEW, NO MODIFICATIONS HAVE BEEN MADE TO IT, AND IT HAD NEVER BEEN IN AN ACCIDENT BEFORE THIS. DIGITAL PHOTOS OF DAMAGED VEHICLE ARE AVAILABLE IF DESIRED. *AK
873826	CHEVROLET	ASTRO	1999	2000-10-22	CONSUMER WAS TRAVELING ABOUT 35MPH ON A SIDE STREET AND ANOTHER VEHICLE VEERED INTO HIM BY CROSSING OVER INTO THE MERIDIAN STRIP. UPON IMPACT, NEITHER AIRBAG DEPLOYED, AND MORE THAN ONE PERSON WAS INJURED.*AK
8016641	CHEVROLET	ASTRO	1999	2002-08-05	IN A FRONTAL COLLISION NONE OF THE AIR BAGS DEPLOYED ON IMPACT, CAUSING MAJOR INJURIES TO DRIVER.*AK
10081510	CHEVROLET	ASTRO	1999	2004-06-22	WHILE DRIVING 40 MPH VEHICLE STALLED. THEN, VEHICLE SUDDENLY ACCELERATED. CONSUMER APPLIED THE BRAKES, BUT THEY WERE INOPERATIVE. THIS CAUSED THE VEHICLE TO CRASH INTO A TREE. UPON IMPACT, BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. DRIVER AND TWO PASSENGERS SUSTAINED MAJOR INJURIES, AND WERE TRANSPORTED TO THE HOSPITAL BY AMBULANCE. THE VEHICLE WAS TOWED TO A GARAGE. *AK
10087718	CHEVROLET	ASTRO	1999	2004-08-11	WHILE DRIVING CONSUMER TRIED TO AVOID A PERSON ON A BICYCLE ON THE ROAD. SWERVED IN ORDER NOT TO HIT THE PERSON, BUT WAS UNABLE TO MAINTAIN CONTROL OF THE VEHICLE, JUMPED A CURB, AND COLLIDED WITH A FIRE HYDRANT, AND STRIKING A TREE. UPON IMPACT, BOTH FRONTAL AIR BAGS DID NOT DEPLOY DRIVER SUSTAINED HEAD AND NECK INJURIES, AND WAS TRANSPORTED BY AMBULANCE TO A HOSPITAL. VEHICLE WAS TOWED TO THE DEALER FOR INSPECTION. CONSUMER CONTACTED THE MANUFACTURER AND A REPRESENTATIVE CAME DOWN TO MEET WITH THE DEALER AND CONSUMER. THE REPRESENTATIVE INFORMED CONSUMER THAT THE VEHICLE WAS FUNCTIONING AS DESIGNED,AND THE RATE OF DECELERATION AND IMPACT WAS PRESENT. *AK

10205366	CHEVROLET	ASTRO	1999	2007-01-31	TL*THE CONTACT OWNS A 2000 CHEVROLET ASTRO. WHILE DRIVING 25 MPH THROUGH SNOW AND ICE, THE CONTACT LOST CONTROL OF THE VEHICLE AND SLID OFF THE ROAD. THE VEHICLE THEN STRUCK A TELEPHONE POLE. THE AIR BAGS FAILED TO DEPLOY. THE SEAT BELT FAILED TO RESTRAIN HIM AND HE STRUCK HIS HEAD ON THE WINDSHIELD. THE WOUND TOOK 24 STITCHES TO CLOSE. MOST OF THE VEHICLE WAS REPAIRED AT THE COST OF \$4,500. THE MANUFACTURER'S INVESTIGATOR CONCLUDED THAT THE AIR BAG WOULD NOT DEPLOY AT 25 MPH. THE ARKANSAS POLICE DEPARTMENT FILED REPORT NUMBER 07-00343. THE CURRENT MILEAGE WAS 146,661 AND FAILURE MILEAGE WAS 125,000.
10347238	CHEVROLET	ASTRO	1999	2010-08-03	AIRBAGS FAILED TO DEPLOY IN AN APPROX. 50 MPH HEAD-ON CRASH. *TR
716098	CHEVROLET	BLAZER	1999	1999-12-12	VEHICLE IMPACTED A HORSE IN ROAD AT A SPEED OF 45 MPH. IMPACT WAS HEAD-ON. LEGS OF THE HORSE CONTACTED THE FRONT BUMPER PROPELLING THE HORSE INTO THE WINDSHIELD AND ONTO THE ROOF.THE CAR SUSTAINED MAJOR DAMAGE TO THE FRONT. ALTHOUGH THERE WAS SIGNIFICANT DENTING OF THE BUMPER THE AIR BAGS FAILED TO DEPLOY. THE ROOF OVER THE FRONT PASSENGER HAD MAJOR CRUSHING INCLUDING THE DRIVER'S FRONT PILLA. *AK
767338	CHEVROLET	BLAZER	1999	2002-09-15	FRONT OF CAR BUMPER AND ENGINE PUSHED IN 6-8 INCHES. WENT UP HILL HIT TREE OVER TURNED 2 TIMES. UPON IMPACT, AIR BAGS FAILED TO DEPLOY. *AK
859664	CHEVROLET	BLAZER	1999	2000-04-04	CONSUMER WAS TRAVELING ABOUT 42MPH IN GOOD WEATHER CONDITIONS, AND WAS HIT BY ANOTHER VEHICLE ON THE DRIVER'S SIDE DOOR AND THE FRONT HOOD. UPON IMPACT, AIRBAGS DIDN'T DEPLOY. DEALER WILL BE CONTACTED. *AK
874736	CHEVROLET	BLAZER	1999	2000-10-20	CONSUMER WAS TRAVELING 32MPH & HAD A HEAD-ON COLLISION. CONSUMER WAS WEARING SEAT BELT RESTRAINT AT THE TIME, BUT FRONTAL AIR BAGS DIDN'T DEPLOY. DEALER CLOSED THE CASE AT ONE POINT & REOPENED IT ONCE. CONSUMER CONTACTED THEM A SECOND TIME.*AK *SLC
8004945	CHEVROLET	BLAZER	1999	2002-02-28	WHILE TRAVELING ON INTERSTATE AND WITHOUT PRIOR WARNING A DEER JUMPED IN FRONT OF VEHICLE. DRIVER'S SIDE SEATBELT DIDN'T HOLD, AND AIRBAGS DIDN'T DEPLOY.*AK
8020401	CHEVROLET	BLAZER	1999		THE TRUCK WENT INTO A SKID ON WET ROAD AFTER ATTEMPTING A REAR END COLLISION THAT OCCURED IN FRONT OF THEM. THE TRUCK DID AVOID COLLIDING WITH THEM BUT SPUN AROUND HITTING CONCRETE WALL. NEITHER AIR BAGS DEPLOYED UP IMPACT WITH ESTIMATED SPEED OF 65 MPH. PLEASE DESCRIBE DETAILS. MR
8021177	CHEVROLET	BLAZER	1999		WAS DRIVING, WHEN ANOTHER VEHICLE REAR ENDED VEHICLE IN FRONT OF IT. BLAZER AVOID HITTING VEHICLE ON WET ROAD & SPUN AROUND AFTER APPLYING BRAKES. VEHICLE HIT MEDIAN WALL WITH FRONT OF VEHICLE. UPON IMPACT, THE AIR BAGS FAILED TO DEPLOY. MR
10017194	CHEVROLET	BLAZER	1999	2003-04-18	THE VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH A DEER WHILE DRIVING 60 MPH AND NONE OF THE NEITHER AIR BAGS DEPLOYED. THE DEALER WAS NOTIFIED. *NLM
10021489	CHEVROLET	BLAZER	1999	2003-06-10	INVOLVED IN HEAD ON COLLISION, BOTH GOING APPROXIMATELY 30 MPH, NEITHER FRONT AIR BAG DEPLOYED. SEVERE FACIAL INJURIES FOR ONE AND CONCUSSION FOR PASSENGER RESULTED. *JB
10049340	CHEVROLET	BLAZER	1999	2003-12-06	THE AIRBAGS DID NOT DEPLOY. THIS CAUSED INJURY TO THE DRIVER CHEST. THIS SHOULD NEED TO BE FIXED ASAP BY GM. I WILL NEVER PURCHASE A CHEVY AGAIN. AIRBAGS THAT DO NOT DEPLOY WHEN YOU HIT HEAD ON AND ROLL SHOULD NOT BE ALLOWED. *LA
10050546	CHEVROLET	BLAZER	1999	2003-12-15	WHILE DRIVING ON ICY ROAD AT 50 TO 55 MPH DRIVER LOST CONTROL OF VEHICLE. IT WENT AIRBORNE AND LANDED IN A DITCH . UPON IMPACT,NONE OF THE AIR BAGS DEPLOYED. *AK
10063865	CHEVROLET	BLAZER	1999	1999-03-23	THE AIRBAGS NEVER WENT OFF IN A FRONT END COLLISION.
10087245	CHEVROLET	BLAZER	1999	2004-06-09	WHILE DRIVING 35 MPH,ANOTHER VEHICLE HIT CONSUMER'S VEHICLE ON THE PASSENGER SIDE. THIS CAUSED THE VEHICLE TO SPIN AROUND AND SLAM INTO ANOTHER VEHICLE HEAD ON. UPON IMPACT, BOTH FRONTAL AIR BAGS DID NOT DEPLOY, NOR DID THE DRIVERS SEAT BELT LOCK. CONSUMER HAD THE VEHICLE TOWED TO THE DEALERSHIP FOR INSPECTION. *AK
10099164	CHEVROLET	BLAZER	1999	2004-10-21	WHILE DRIVING 45 MPH, THE VEHICLE COLLIDED WITH THE VEHICLE IN FRONT OF HERS. THE AIR BAGS FAILED TO DEPLOY. THIS CAUSED THE DRIVER TO SUSTAINED MAJOR INJURIES AND WAS TRANSPORTED TO THE HOSPITAL. THE VEHICLE WAS TOWED TO A GARAGE FOR INSPECTION. THE CAUSE HAS NOT BEEN DETERMINED AT THIS TIME. PLEASE PROVIDE FURTHER DETAILS. *JB
10161658	CHEVROLET	BLAZER	1999	2006-06-03	DT*: THE CONTACT STATED THE VEHICLE IMPACTED A TREE, HEAD ON. THE FRONTAL AIRBAGS FAILED TO DEPLOY, RESULTING IN INJURIES OF THE CONTACT'S LEFT KNEE, ELBOW AND HEAD. A POLICE REPORT WAS FILED AND PICTURES WERE TAKEN AFTER THE VEHICLE WAS MOVED TO THE JUNKYARD. NO REPAIRS WERE MADE BECAUSE THE VEHICLE WAS DETERMINED BY THE INSURER TO BE TOTALED. THE MANUFACTURER WAS CONTACTED. 08/04/06 CHEVY DRIVER HIT A CAR IN HER LANE FIRST, THEN RICOCHETED HEAD ON INTO A TREE. NEITHER TIME DID AIRBAGS DEPLOY. *TT
10223949	CHEVROLET	BLAZER	1999	2008-02-09	1999 CHEVY BLAZER AIRBAGS FAILED TO DEPLOY IN AN ACCIDENT. CONSUMER STATES THAT THE AIRBAGS DID NOT DEPLOY. CONSUMER WAS INJURED AND VEHICLE WAS TOTALED. CONSUMER MIGHT NOT HAVE THOSE INJURIES IF THE AIRBAGS WORKED PROPERLY. *KB
548902	CHEVROLET	SILVERADO	1999	1999-08-13	NO DEPLOYMENT OF DRIVER AND PASSENGER SIDE AIR BAGS DURING COLLISION WITH FIXED OBJECT (TREE) CAUSED INJURY TO DRIVE. NLM

709384	CHEVROLET	SILVERADO	1999	1999-07-20	THE 1999 CHEVROLET TRUCK EX SILV ANTILOCK BREAKS HAVE BEEN FAILING AT RANDOM TIMES SINCE APRIL 1 1999. FIRST AT SLOW SPEEDS AND THEN AT HIGH SPEEDS RANDOMLY. ON 720-1999 MY SPEED WAS 60 MI HR AND THE BRAKES FAILED WHEN A DEER CROSSED THE STATE HIGHWAY BETWEEN GRAHAM TX AND BRECKENRIDGE TX. THE BRAKES DELAYED AND I HIT THE DEER DEAD CENTER OF MY BUMPER AND GRILL! THE AIR BAGS DIDNOT INFLATE EVER!
741598	CHEVROLET	SILVERADO	1999	2000-01-13	MY AIR BAG DID NOT ACTIVATE AND IN A DIRECT FRONT END COLLISION. THE SUN SETTING BLINDED ME AND I HIT DIRECTLY THE REAR OF THE CAR IN FRONT OF ME AND IT'S AIRBAG DEPLOYED AND THE CHAIN REACTION OF THE TWO CARS IN FRONT OF THE CAR I HIT AIRBAGS DEPLOYED. GM SAID MY AIRBAG WAS NOT DEFECTIVE AND I ASKED TO HAVE IT CHECKED TWO TIMES. IT SHOULD HAVE DEPLOYED AND IT DID NOT. I WAS NOT WEARING A SEAT BELT AND I SUFFERED HEAD INJURIES. I SOLD TRUCK BECAUSE I DID NOT WANT TO DIE NEXT FAILURE.
746679	CHEVROLET	SILVERADO	1999	2001-04-30	DRIVER HIT A STOPPED VEHICLE ON THE INTERSTATE AT APPROXIMATELY 60 MPH. OCCUPANT OF STALLED VEHICLE WAS KILLED AND OUR AIRBAGS DID NOT DEPLOY. WE FELT THAT IT SHOULD HAVE DEPLOYED AND GMC IS ARGUING THAT IT SHOULD NOT HAVE. ANY INFORMATION ABOUT AIRBAGS WOULD BE APPRECIATED. *AK
762651	CHEVROLET	SILVERADO	1999	2002-05-21	DRIVER & PASSENGER AIR BAGS DIDN'T DEPLOY IN A 65 MPH COMBINED SPEED , HEAD ON CRASH. *AK
842094	CHEVROLET	SILVERADO	1999		VEHICLE WAS INVOLVED IN A FULL FRONTAL COLLISION AT 40 MPH, AND NEITHER DRIVER'S SIDE NOR PASSENGER'S SIDE AIRBAGS DEPLOYED. CHEVROLET AND DEALER REFUSED TO GIVE ANY EXPLANATION WHY AIR BAGS DID NOT DEPLOY. *AK
844072	CHEVROLET	SILVERADO	1999	1999-07-21	WHILE DRIVING 40 MPH , LOST CONTROL. VEHICLE WENT INTO A DITCH. UPON IMPACT, DRIVER'S AND PASSENGER'S AIRBAGS DID NOT DEPLOY WHICH DID NOT PROTECT THE OCCUPANT IN THIS CRASH. PLEASE PROVIDE FURTHER INFORMATION AND VIN#. *AK
851420	CHEVROLET	SILVERADO	1999	1999-08-13	CONSUMER WAS DRIVING AND A DEER JUMPED IN FRONT OF HIS VEHICLE. CONSUMER SWERVED TO THE RIGHT AND HE WENT INTO A TREE. AIRBAGS DIDN'T DEPLOY AT ALL, CONSUMER SUSTAINED HEAD INJURIES. *AK
854784	CHEVROLET	SILVERADO	1999	1999-10-08	WHILE DRIVING 60 MPH HAD A FRONTAL IMPACT, AND DRIVER'S AND PASSENGER'S AIR BAGS DID NOT DEPLOY WHICH DID NOT PROTECT THE OCCUPANT IN THIS CRASH. *AK *ML
858532	CHEVROLET	SILVERADO	1999	2000-03-01	CONSUMER'S DAUGHTER WAS IN A CAR CRASH. PASSENGER'S SEAT BELT DIDN'T HOLD. THE PASSENGER AND DRIVER WERE EJECTED FROM THE VEHICLE. ALSO, AIRBAGS DIDN'T DEPLOY. *AK
858811	CHEVROLET	SILVERADO	1999	2000-02-18	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT 35 MPH. VEHICLE WAS TOTALLED, AND THE AIRBAGS DID NOT DEPLOY, RESULTING IN MINOR INJURIES. MANUFACTURER HAS INSPECTED THE VEHICLE, AND CLAIMS THAT THE AIR BAGS WERE NOT SUPPOSED TO DEPLOY IN THIS SORT OF ACCIDENT. *AK
859858	CHEVROLET	SILVERADO	1999	1999-04-03	WHILE TRAVELING ON A WET ROAD AT HIGHWAY SPEED OF 60 MPH VEHICLE HYDROPLANED, SPUN INTO A DITCH, AND COLLIDED INTO A TREE WITH BOTH SIDES AND FRONT OF VEHICLE. UPON IMPACT, AIR BAGS FAILED TO DEPLOY. MFR. NOTIFIED. *AK
866622	CHEVROLET	SILVERADO	1999	2000-07-27	CONSUMER WAS TRAVELING ABOUT 65 ON THE INTERSTATE AND FELL A SLEEP. HE HIT AN ENBANKMENT, AND AIRBAGS DIDN'T GO OFF, THERE WERE 2 INJURIES. *AK
871182	CHEVROLET	SILVERADO	1999	2000-04-29	WHILE DRIVING ABOUT 50 MPH AND WHEN EXITING A FREEWAY RAM STEPPED ON BRAKE PEDAL, BUT VEHICLE DID NOT STOP AND LOST CONTRO/ SPAN AND STRUCK A ROAD SIGN FRONT FIRST. UPON IMPACT, NONE OF THE AIR BAGS DEPLOYED.*AK
875702	CHEVROLET	SILVERADO	1999	2000-11-08	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT 55-60MPH. UPON IMPACT, AIRBAGS DID NOT DEPLOY, RESULTING IN MINOR INJURIES. VEHICLE WAS TOTALLED. *AK
877481	CHEVROLET	SILVERADO	1999	2000-12-16	FRONT CRASH AT 50 MPH, VEHICLE TOTALLED, DRIVER INJURED WHEN SHE HIT STEERING WHEEL, AND AIRBAG DID NOT DEPLOY. *AK
886863	CHEVROLET	SILVERADO	1999	2001-04-21	WHILE DRIVING 70 MPH CONSUMER HAD A FRONT CRASH . BUMPER BROKE IN TWO, AND FRONT END WAS PUSHED BACK ABOUT 4-6 INCHES. VEHICLE HIT A TREE. UPON IMPACT, AIRBAGS DID NOT DEPLOY. *AK
891163	CHEVROLET	SILVERADO	1999	2001-06-23	WHILE TRAVELING 35-40 MPH ON A BRIDGE WITHOUT PRIOR WARNING BACKEND OF VEHICLE BEGAN TO FISHTAIL ,CAUSING VEHICLE TO LOSE CONTROL. CONSUMER RELEASED FOOT FROM GAS TO CORRECT VEHICLE STEERING. VEHICLE WAS UNRESPONSIVE, RESULTING IN A FRONTAL COLLISION WITH A JERSEY WALL. UPON IMPACT, PASSENGER AIRBAGS FAILED TO DEPLOY, ENGINE WAS PUSHED SIX INCHES UNDER THE DASH. CONSUMER HAS YET TO CONTACT DEALER. *AK DRIVER WAS INJURED IN ACCIDENT. *SLC
10026451	CHEVROLET	SILVERADO	1999	2003-05-06	1999 CHEVROLET SILVERADO FAULTY DRIVER RESTRAINT SYSTEM. *MR THE VEHICLE WAS INVOLVED IN AN ACCIDENT. THE SAFETY BELT FAILED TO THE RESTRAIN THE DRIVER, AND THE AIR BAG DID NOT DEPLOY. *TS. THE DRIVER RECEIVED SERIOUS HEAD INJURIES. (LAWYER JOHN KELLY ON BEHALF OF CLIENT, JAMES SCOTT). *JB
10113304	CHEVROLET	SILVERADO	1999	2005-02-03	WHILE DRIVING APPROXIMATELY 20 MPH DRIVER LOST CONTROL OF THE VEHICLE AND IT CRASHED INTO A BRICK WALL. UPON IMPACT, BOTH FRONTAL AIR BAGS FAILED TO DEPLOY. DRIVER SUSTAINED MAJOR INJURIES, AND WAS TRANSPORTED TO THE HOSPITAL BY A HELICOPTER. THE VEHICLE WAS TOWED TO A GARAGE FOR INSPECTION. *AK

10144603	CHEVROLET	SILVERADO	1999	2005-11-01	DT: THE CONTACT STATED WHILE TRAVELING AT 65 MPH HE FELL ASLEEP AT THE WHEEL. THE VEHICLE WAS INVOLVED IN A CRASH, IT HIT A GUARD RAIL. THIS WAS A FRONTAL IMPACT, AND THE DRIVER'S SIDE AIR BAG DID NOT DEPLOY. THE VEHICLE WAS TOTALED.
731578	CHEVROLET	SUBURBAN	1999	2000-01-15	AIRBAGS FAILED TO DEPLOY ON FRONTAL INTERSTATE SPEED IMPACT. DEALER DISCLAIMED SERIOUSNESS. DOOR LOCKS WOULD LOCK AUTOMATICALLY, WITHOUT ANY ADULT IN THE CAR... HOWEVER, THERE WERE CHILDREN IN CAR SEATS IN BACK. KEEP SPARE SET OF KEYS IN HAND AT ALL TIMES.
753287	CHEVROLET	SUBURBAN	1999	2001-10-08	60 MPH CROSS WIND BLEW THE SUBURBAN HEAD ON INTO THE CONCRETE MEDIAN. THE VEHICLE SPUN 360 DEGREES, WENT INTO THE DITCH, THE FRONT END HIT AGAIN THE VEHICLE WENT UP THE OTHER SIDE OF THE EMBANKMENT AND STOPPED IN A FIELD. ENTIRE FRONT END OF THE FRAME NOT REPAIRABLE, THE REAR PORTION OF THE FRAME BENT INTO A DIAMOND SHAPE. FRONT CROSSMEMBER BENT AND ENGINE MOVED UPWARDS AT A 10 DEGREE ANGLE. AIR BAGS FAILED TO DEPLOY. *AK
829803	CHEVROLET	SUBURBAN	1999	1998-10-09	CONSUMER WAS TRAVELING ABOUT 30-35 MPH AND ACCIDENTLY REAR ENDED ANOTHER VEHICLE, AIR BAGS DID NOT DEPLOY, CAUSING NECK INJURY/SHOULDER INJURY AND BACK INJURY. *AK
876094	CHEVROLET	SUBURBAN	1999	2000-12-01	CONSUMER WAS TRAVELING ABOUT 45 MPH ON HIGHWAY AND WAS STRUCK HEAD-ON BY ANOTHER VEHICLE WHO ENTERED FREEWAY THROUGH EXIT. UPON IMPACT, FRONT DUAL AIRBAGS DIDN'T DEPLOY. CONSUMER WAS INJURED. *AK
877320	CHEVROLET	SUBURBAN	1999	2000-12-01	CONSUMER WAS TRAVELING ABOUT 40MPH ON HIGHWAY AND ANOTHER VEHICLE VEERED INTO HER LANE, HITTING HER HEAD-ON, AND PUSHING VEHICLE INTO ANOTHER LANE. VEHICLE HIT TELEPHONE POLE, AND DUAL AIRBAGS DIDN'T DEPLOY. CONSUMER WAS INJURED. CHEVROLET HAS BEEN NOTIFIED. *AK
896346	CHEVROLET	SUBURBAN	1999	2001-09-04	WHILE DRIVING 30-35 MPH VEHICLE HIT A FIRE HYDRANT, THEN A TREE. NEITHER AIRBAG DEPLOYED, NO INJURIES. DAMAGE TO VEHICLE UNKNOWN AT THIS TIME. IMPACT WAS MIDDLE OF FRONT OF VEHICLE. *AK
8001742	CHEVROLET	SUBURBAN	1999	2001-12-28	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT 20MPH. UPON IMPACT, AIR BAGS DID NOT DEPLOY. DEALER HAS BEEN NOTIFIED. PLEASE PROVIDE ADDITIONAL INFORMATION.*AK
10029300	CHEVROLET	SUBURBAN	1999	2003-05-08	THIS COMPLAINT IS IN REGARDS TO MY RECENT MOTOR VEHICLE ACCIDENT ON MAY 8, 2003. THE OTHER DRIVER FAILED TO YIELD MY RIGHT AWAY. I WAS DRIVING A 1999 CHEVROLET SRUBURBAN. I SERVED INTO ONCOMING TRAFFIC, INTO A RESIDENCE YARD, STRIKING A TREE HEAD ON AT APPROXIMATELY 35 MILES PER HOUR. I HAVE CORRESPONDED WITH GMC VIA E-MAIL UNTO NOT MY SATISFACTION. I REQUESTED MY VEHICLE HAVE A DIAGNOSTIC EVALUATION CONDUCTED, AS I WANTED TO KNOW WHY THE AIR BAGS DID NOT DEPLOY. I HAVE BASICALLY BEEN TOLD BY GMC THAT IF THE AIRBAG LIGHT IS FUNCTIONING IN THE DASHBOARD OF MY TRUCK THEN THERE IS NOTHING WRONG WITH MY AIR BAGS PER A CUSTOMER RELATIONSHIP MANAGER AND THAT MY ACCIDENT DID NOT, MEET THE CRITERIA FOR AIR BAG DEPLOYMENT. I HIGHLY DISAGREE WITH GMC'S EXPLANATION AND CRITICIZE THE LACK OF PROFESSIONAL DIPLOMACY AND CONCERN. I WOULD HAVE EXPECTED MORE FROM ONE OF THE BIG 3 AUTO CORPORATIONS. MY VEHICLE STRUCK A TREE WITH ENOUGH FORCE TO BEND THE FRONT LEFT FRAME RAIL. THE IMPACT ALSO WAS GREAT ENOUGH TO RAISE THE REAR OF THE VEHICLE OF THE GROUND AND SET IT DOWN A FOOT TO THE LEFT OF THE INITIAL IMPACT. THIS HAS ALSO LEFT ME WITH DOCUMENTED INJURIES CAUSING ME TO BE UNABLE TO WORK. MY CONFIDENCE IN THIS VEHICLE'S AIR BAG SYSTEM HAS DIMINISHED TO SAY THE LEAST. THIS MATTER HAS NOT BEEN HANDLED NOR COMPLETED TO MY SATISFACTION. I EXPECTED AT LEAST AN OFFERING TO HAVE THE VEHICLE TAKEN TO A LOCAL DEALERSHIP TO HAVE A DIAGNOSTIC EVALUATION CONDUCTED. THIS WOULD ALLOW ME TO DRIVE THE VEHICLE WITH SOME CONFIDENCE THAT THE SYSTEM WOULD WORK IN THE EVENT I NEED IT AGAIN. I AM AT A STAND STILL AND I AM POSITIVE I AM NOT THE ONLY PERSON WHO HAS HAD THIS PROBLEM IN THE PAST. I WOULD LIKE MORE INFORMATION RELATED TO FAILED AIR BAG DEPLOYMENT AND GMC CHEVY SUBURBAN. I HAVE ALSO SEEN A RECALL ON THE INTERNET WHICH MY VEHICLE FALLS UNDER RELATED TO AIRBAGS. THANK YOU FOR YOUR TIME AND CONSIDERATION.*AK
10194121	CHEVROLET	SUBURBAN	1999	2007-06-24	TL*THE CONTACT OWNS A 1999 CHEVROLET SUBURBAN. WHILE DRIVING 55 MPH, THE CONTACT CRASHED INTO THE FRONT END OF ANOTHER VEHICLE. THE AIR BAGS FAILED TO DEPLOY. THE CONTACT WAS SEATED IN THE PASSENGER SEAT AND SUFFERED A CONTUSION ON HER LEFT LEG AND BRUISES ON HER RIGHT LEG. THE DEALER HAS NOT INSPECTED THE VEHICLE TO DETERMINE THE CAUSE OF FAILURE. THE VEHICLE WAS DESTROYED. THE CURRENT AND FAILURE MILEAGES WERE 115,000.
10287421	CHEVROLET	SUBURBAN	1999	2009-09-25	DEER ACCIDENT, LOST CONTROL RAN HEAD ON INTO THE CURB, HIT A SIGN. FRAME IS BENT, WINDSHIELD IS SHATTERED AND CAVED IN, FRONT PUSH GUARD IS BENT, AND FRONT PASSENGER FENDER WELL IS CAVED IN. AIRBAGS DID NOT DEPLOY!!! *TR

10372658	CHEVROLET	SUBURBAN	1999	2010-12-21	TL* THE CONTACT OWNS A 1999 CHEVROLET SUBURBAN. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 40 MPH, HE CRASHED INTO THE PASSENGER SIDE OF ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. THE CONTACT AND ANOTHER PASSENGER SUSTAINED MINOR ABRASIONS AND INJURIES TO THE NECK AND BACK. THE DRIVER OF THE SECOND VEHICLE WAS INJURED BUT THE EXTENT OF THE INJURIES WAS UNKNOWN. A POLICE REPORT WAS AVAILABLE. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE THE CONTACT WAS INFORMED THAT THE VEHICLE WAS DEEMED AS DESTROYED. THE FAILURE MILEAGE WAS APPROXIMATELY 133,000. UPDATED 03/03/11
704617	CHEVROLET	TAHOE	1999	1999-03-04	THE VEHECLE WAS TRAVELING APPROX 40 MPH WHEN IT HIT BLACK ICE ANDM SLIDE OFF THE ROAD AND HIT A BIG ROCK ON THE PASSENGER SIDE FRONT. THE PASSENGER SIDE FRONT BODY AND AXLE WAS PUSHED BACK APPROX 6 TO 8". NIETHER AIR BAG OPENED PASSENGER OR DRIVER. THE PASSENGER MY WIFE SUFFERED A BROKEN BACK. THE VEHECLE WAS TOTALED BY THE INSURANCE. ONE REASON WE BOUGHT THE CHEVROLET TAHOE WAS BECAUSE OF THE DUEL AIR BAG. I FEEL THAT THE SEVERITY OF THE ACCIDENT THE AIR BAGS SHOULD HAVE OPENED. I HAVE TAKEN PICTURES AND STATE FARM INSURANCE IS ALSO INVESTIGATING THE ACCIDENT FOR THE FAILED AIR BAGS.
757392	CHEVROLET	TAHOE	1999	2002-01-22	DRIVERS AIRBAG FAILED TO DEPLOY IN A FRONT END ACCIDENT. *AK
761485	CHEVROLET	TAHOE	1999	2002-04-19	THIS WAS A VERY HEAVY FRONT END COLLISION. THE VISUAL DAMMAGE EST. IS 10,000 DOLLARS AND STILL RISING THEY DO NOT HAVE THE INTERNAL DAMAGE EST. I CALLED GM AND FILED A FORMAL COMPLAINT. THEY TOLD ME THAT THEY WERE VERY BUSY AND DID NOT HAVE TIME TO INVESTIGATE THIS FAILURE. THEY ALSO TOLD ME THAT THIS WOULD COST THE TO MUCH MONEY TO DO AN INVESTIGATION. THE REP FROM GM TOLD ME THAT THEY COULD TELL IF THE WRECK WAS BAD ENOUGH BY THE DESCRIPTION OF THE WRECK OVER THE PHONE WITH OUT EVEN SEEING THE WRECK. THE DALLAS FIRE DEPARTMENT, DALLAS POLICE DEPARTMENT, TOW TRUCK DRIVER AND HUFFINES CHEVROLET WHICH IS A CERTIFIED CHEVROLET BODY SHOP SAID THAT THIS WAS WAY TO MUCH DAMAGE TO THE FRONT END AND THEY SHOULD HAVE WENT OFF. BUT COPPORATE GM SAID THAT IT WAS NOT AND THEY COULD TELL THAT WITHOUT SEEING THE VEHICLE. GM ALSO TOLD ME THAT THE OTHER VEHICLE IN THE ACCIDENT TOOK ALL THE IMPACT, WITHOUT EVEN SEEING THE VEHICLES HOW WOULD THEY NOW THIS? I STILL HAVE 10,000 DOLLARS OF FRONT END DAMAGE TO MY VEHICLE AND THAT IS WAY TO MUCH IF THE OTHER VEHICLE TOOK ALL THE IMPACT. THEY REPEATEDLY TOLD ME THAT IT WAS OK THAT THEY DID NOT GO OFF BECAUSE THE REST OF THE SAFTEY EQUIPMENT WORKED "I.E. SEATBELTS, CRUMPLE ZONES" BUT THAT DOES NOT CHANGE THE FACT THAT THE AIRBAG SYSTEM DID NOT WORK AND THIS WOULD HAVE KEPT MY 7 MONTH PREGNANT WIFE FROM HITTING THE DASH BOARD! IF YOU HAVE ANY QUESTION I WILL BE MORE THAN HAPPY TO ANSWER THEM LARGE OR SMALL. THANK YOU!*AK
860103	CHEVROLET	TAHOE	1999	2000-04-08	WHILE DRIVING DOWN THE ROAD AT 40 MPH ANOTHER VEHICLE RAN A STOP SIGN, CONSUMER HIT OTHER VEHICLE DIRECTLY IN THE SIDE OF CAR. UPON IMPACT, AIR BAGS DID NOT DEPLOY. CONSUMER FELT AIR BAGS SHOULD HAVE DEPLOYED. *AK
863306	CHEVROLET	TAHOE	1999		WHILE TRAVELING AT 45 MPH ANOTHER VEHICLE PULLED OUT IN FRONT OF CONSUMER'S VEHICLE RESULTING IN AN ACCIDENT. UPON IMPACT, AIR BAGS DID NOT DEPLOY AT ANY TIME. ALSO, ABS LOCKED UP. PLEASE PROVIDE FURTHER INFORMATION. *AK
878233	CHEVROLET	TAHOE	1999	2000-12-29	CONSUMER WAS TRAVELING 55MPH ON HIGHWAY AND ANOTHER VEHICLE RAN IN FRONT, AND CONSUMER'S VEHICLE HIT OTHER VEHICLE BROADSIDE. UPON IMPACT, AIRBAGS DIDN'T GO OFF.*AK
887011	CHEVROLET	TAHOE	1999	2001-04-13	CONSUMER WAS TRAVELING ABOUT 30MPH ON HIGHWAY AND WITHOUT PRIOR WARNING FRONT WNT INTO SHOULDERS OF A STEEP HILL. 45 DEGREE ANGLE, AND VEHICLE HIT A TREE. UPON IMPACT, DUAL BAGS DIDN'T GO OFF. DEALERSHIP WAS AWARE OF PROBLEM.*AK
887171	CHEVROLET	TAHOE	1999	2000-12-27	VEHICLE HIT A TREE. UPON IMPACT, SEAT BELT DID NOT RETRACT, AND AIR BAGS DID NOT DEPLOY, RESULTING IN INJURIES.*AK
8006232	CHEVROLET	TAHOE	1999	2002-03-13	FRONT COLLISION AT 25-30 MPH, AND NEITHER AIRBAG DEPLOYED, CONSUMER SUFFERED MINOR INJURIES.*AK
10040265	CHEVROLET	TAHOE	1999	2003-09-09	WHILE DRIVING 40 MPH VEHICLE WAS HIT IN THE FRONT CENTER. BOTH FRONTAL AIR BAGS DID NOT DEPLOY. *AK
10074130	CHEVROLET	TAHOE	1999	2004-04-27	DURING A FRONT END COLLISION WHILE DRIVING AT 55 MPH FRONT AIR BAGS DID NOT DEPLOY. THREE PASSENGERS SUSTAINED MINOR INJURIES. CONSUMER HAD THE VEHICLE TOWED TO DEALERSHIP FOR INSPECTION. *AK
10110864	CHEVROLET	TAHOE	1999	2004-11-15	THE VEHICLE'S AIR BAGS DID NOT DEPLOY DURING A FRONTAL COLLISION. *NM COUNCIL FOR THE CONSUMER STATED THAT AIR BAGS NEED TO BE TESTED AT CHEVROLET'S EXPENSE. *TC *JB
10265716	CHEVROLET	TAHOE	1999	2009-02-15	WHILE DRIVING MY 99 TAHOE DOWN A 4 LANE ROAD, A DRUNK HAD PULLED OUT INFRONT OF ME. I HAD SLAMMED ON MY BRAKES AND SWERVED TO AVOID HIM BUT STILL HIT HIM PRETTY HARD IN HIS REAR QUARTER PANEL. AS A RESULT OF THE ACCIDENT, I HAD SUFFERED A DOUBLE HEMATOMA TO MY BRAIN AND HAD BRAIN SURGERY TO STAY ALIVE. MY COMPLAINT WITH MY TAHOE IS 1) MY AIRBAG IN MY STEERING WHEEL DID NOT DEPLOY. I THINK IF IT DID, MY INJURY WOULD HAVE BEEN AVOIDED. 2) I QUESTION THE STOPPING ABILITY IF MY ANTI DIVE FRONT BRAKES. I WAS ON THE BRAKES HARD WITH THE VEHICLE NOSING DOWN BUT I THINK MY STOPPING DISTANCE SHOULD HAVE BEEN SHORTER. *TR

10299900	CHEVROLET	TAHOE	1999	2010-01-10	TL*THE CONTACT OWNS A 1999 CHEVROLET TAHOE. THE CONTACT WAS DRIVING APPROXIMATELY 15 TO 20 MPH ON NORMAL ROAD CONDITIONS AND UNEXPECTEDLY, THE OPPOSING VEHICLE CRASHED INTO THE FRONT END OF THE VEHICLE WHICH RESULTED IN A HEAD ON COLLISION. THE POLICE AND AMBULANCE WERE CALLED TO THE SCENE. THE CONTACT SUSTAINED SEVERE INJURIES. THE AIR BAG FAILED TO DEPLOY WITH THE MASSIVE LEVEL OF IMPACT. THE VEHICLE WAS COMPLETELY DESTROYED. THE VEHICLE WAS TOWED TO A COLLISION CENTER. THE CONTACT HAD CONCERN OF THE SAFETY RISK INVOLVED. THE FAILURE MILEAGE WAS 141,000.
10350098	CHEVROLET	TAHOE	1999	2009-02-17	I HAVE A 99 TAHOE THAT I WAS INVOLVED IN AN ACCIDENT. I HIT A CAR WHILE DOING 40MPH THAT HAD PULLED OUT INFRONT OF ME. MY AIR BAGS DIDN'T DEPLOY AND MY SAFETY BELT DIDN'T KEEP ME FROM HITTING THE STEERING WHEEL HARD. UPON REVIEW OF MY SAFETY BELT, I NOTICED THAT IT IS ROUTED INCORRECTLY AT THE TOP HOLDER. IT BINDS ON ITSELF PREVENTING IT FROM RETRACTING. MY PASSENGER SIDE IS ROUTED CORRECTLY AND WORKS PERFECTLY. I SUFFERED A BRAIN INJURY BECAUSE OF THIS AND AM QUITE CONCERNED. *TR
11203728	CHEVROLET	TAHOE	1999	2019-04-20	TL* THE CONTACT OWNED A 1999 CHEVROLET TAHOE. WHILE DRIVING 35 MPH, THE CONTACT HAD A HEAD ON COLLISION WITH A LIGHT POLE. THE AIR BAGS DID NOT DEPLOY. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT WAS INURED AND RECEIVED MEDICAL ATTENTION. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOTALED AND TOWED TO THE CONTACT'S RESIDENCE. AN UNKNOWN DEALER WAS MADE AWARE OF THE FAILURE, BUT DID NOT ASSIST. THE VEHICLE WAS NOT DIAGNOSED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS UNKNOWN.
859422	CHEVROLET	TRACKER	1999	2000-03-28	VEHICLE REAR ENDED ANOTHER VEHICLE AT 25 MPH. UPON IMPACT, BOTH AIR BAGS FAILED TO DEPLOY. DEALER /MANUFACTURER WERE NOT CONTACTED AT THIS TIME. *AK
865216	CHEVROLET	TRACKER	1999	2000-06-27	CONSUMER'S WIFE WAS TRAVELING ABOUT 35MPH ON THE HIGHWAYAND ANOTHER VEHICLE DIDN'T YIELD AND VEERED INTO HER VEHICLE, AND FORCE HER OFF THE ROAD. THEN SHE WENT INTO A UTILITY POLE. UPON IMPACT, AIR BAGS DID NOT DEPLOY. *AK ALSO HORN IS DIFFICULT TO LOCATE ON THE STEERING WHEEL. *YH
868967	CHEVROLET	TRACKER	1999	2000-08-25	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION WITH A DOGE RAM PICK UP AT A IMPACT OF 30-35 MPH, AND AIR BAGS DIDNOT DEPOLY. DEALER NOTIFIED. FEEL FREE TO PROVIDE ANY FURTHER DETAILS. *AK
899309	CHEVROLET	TRACKER	1999	2001-11-10	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION BETWEEN 35-40 MPH, AND BOTH FRONTAL AIR BAGS DID NOT DEPLOY. DEALER / MANUFACTURER WERE NOTIFIED. FEEL FREE TO PROVIDE ANY FURTHER INFORMATION CONCERNING THIS MATTER. *AK
706419	GMC	YUKON	1999	1999-04-12	WE CONTACTED GMC CUSTOMER SERVICE (VICTOR JOHNSON) AND REQUESTED AN INVESTIGATION. GMC HAS NOW TOLD US THAT SINCE NO ONE WAS FATALLY INJURED THERE WILL BE NO INVESTIGATION. HOW CAN THEY DO THIS? MY WIFE HAS BEEN INJURED - PROBABLY PERMANENTLY- AND WE WANT TO KNOW WHY THEY DID NOT DEPLOY - AS THIS WAS A DIRECT FRONTAL IMPACT. I BELIEVE THAT THE MANUFACTURER HAS AN OBLIGATION TO US AND IS MERELY PLAYING A GAME AT THIS POINT. IS IT IN OUR BEST INTEREST TO HIRE AN ATTORNEY ON THE MATTER OR WHAT SHOULD WE DO? *AK
853931	GMC	YUKON	1999		OWNER APPLIED BRAKES AND THE VEHICLE KEPT GOING AND HIT ANOTHER VEHICLE. UPON IMPACT, NEITHER DRIVER'S SIDE NOR PASSENGER'S SIDE AIRBAGS DEPLOYED. DEALER HAS SEEN VEHICLE. *AK
862202	GMC	YUKON	1999	2000-05-17	VEHICLE WAS INVOLVED IN A FRONTAL COLLISION AT APPROXIMATELY 45 MPH WITH ANOTHER VEHICLE. UPON IMPACT, BOTH AIR BAGS FAILED TO DEPLOY. DEALER NOTIFIED. *AK
880890	GMC	YUKON	1999	2001-02-01	CONSUMER INVOLVED IN AN ACCIDENT, REARENDED ANOTHER VEHICLE. VEHICLE TRAVELING AT APPROXIMATELY 50 MPH, AND AIR BAGS DID NOT DEPLOY. PLEASE FILL IN ANY ADDITIONAL INFORMATION. *AK
8007774	ISUZU	AMIGO	1999	2002-01-25	IN A CAR CRASH AIRBAGS DID NOT DEPLOY. *AK
862789	ISUZU	RODEO	1999	2000-05-19	CONSUMER WAS GOING AT ABOUT 55 AND ANOTHER VEHICLE HIT CONSUMER'S VEHICLE AT ABOUT 85 MPH . CONSUMER'S VEHICLE, IN TURN, HIT A UTILITY VEHICLE, AND WENT INTO A GAURDRAIL. UPON IMPACT, AIRBAGS DIDN'T DEPLOY. CONSUMER'S VEHICLE WAS TOTALLED. *AK
895855	ISUZU	RODEO	1999	2001-08-10	VEHICLE WAS INVOLVED IN A DIRECT FRONTAL IMPACT AT 35MPH. UPON IMPACT, AIR BAGS DID NOT DEPLOY. PLEASE PROVIDE ADDITIONAL INFORMATION.*AK
10009019	ISUZU	RODEO	1999		THE VEHICLE WENT AIRBORNE AND LANDED ON THE FRONT END AND THE AIR BAGS FAILED TO DEPLOY.*JB
10019881	ISUZU	RODEO	1999		WHEN THE BRAKES WERE APPLIED, THE REAR OF THE VEHICLE SLID, AS A RESULT, THE CONSUMER REAR ENDED ANOTHER VEHICLE AND NONE OF THE AIRBAGS DEPLOYED. *JB
10044798	ISUZU	RODEO	1999	2003-10-27	WHILE DRIVING AT 60 MPH, HIT A DEER, AND NEITHER OF THE AIR BAGS DEPLOYED. DRIVER WORE THE SEAT BELT. *AK
10186592	ISUZU	RODEO	1999	2007-03-30	TL*- THE CONTACT OWNS A 1999 ISUZU RODEO, AND STATED THAT WHILE DRIVING ON THE ROAD AT 30 MPH THE VEHICLE IN FRONT OF THE CONTACT'S VEHICLE SLAMMED THE BRAKES SUDDENLY, CAUSING THE CONTACT TO DO THE SAME. THE CONTACT STATED THAT THE VEHICLE HAD SEVERE DAMAGE IN THE FRONT. UPON IMPAQT, THE AIRBAGS DID NOT DEPLOY. THERE WERE NO WARNING LIGHTS CONCERNING THE AIRBAGS BEFORE AND SUBSEQUENT TO THE ACCIDENT. THE CONTACT COULD PROVIDE PICTURE IF NEEDED. THE FAILURE MILEAGE WAS 96,371 MILES. *AK

EXHIBIT B

3M



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- 4-WAY ONSTAR DIRECTION & CONNECTIONS WITH AUTOMATIC CRASH RESPONSE AND TURN-BY-TURN NAVIGATION (ASK DEALER ABOUT SECURITY COVERAGE)
- SPARE TIRE LOCK
- TIRE PRESSURE MONITOR SYSTEM (DOES NOT APPLY TO SPARE TIRE)

EXTERIOR

- CHROME REAR BUMPER
- 170 DEGREE OPENING REAR DOORS
- 17" CHROME STYLED STEEL WHEELS
- 17" FULLSIZE SPARE
- ALL SEASON TIRES
- FRONT RECOVERY HOOKS
- DUAL PAIR HEATED OVRY MIRRORS
- BODY-IDE MOLDINGS
- CHROME GRILLE
- CHARGE BOX ILLUMINATION
- SOLAR RAY DEEP TINTED GLASS

INTERIOR

- AIR CONDITIONING
- POWER LOCKS AND WINDOWS
- LEATHER WRAPPED STEERING WHEEL
- ILLUMINATED VANITY MIRRORS
- 10-LEVEL SPLIT BENCH SEATS W/ DR. LUMBAR & LOCKING STORAGE
- MAVED SPLIT REAR SEATING
- DUAL CLOVE BOX STORAGE
- 120W STEREO WITH CD PLAYER

- 4M RADIO + SERVICE SUBSCRIPTION SOLD SEPARATELY BY SUBSCRIBER AFTER 3 MONTHS
- DRIVER INFO CENTER DISPLAY
- INTERMITTENT WIPERS
- 6-SPEAKER CLUSTER W/ AM/FM/CD
- 12-SPEAKER AUX PWR OUTLET
- 17" STEERING WHEEL
- CRUISE CONTROL
- CARPETED FLOOR COVERING WITH VINYL MATS

OTHER

- BATTERY RUN DOWN PROTECTION
- DI LIFE MONITORING SYSTEM
- 24 HOUR ROADSIDE ASSISTANCE

OPTIONS & PRICING

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE **\$34,310.00**

STYLED DETAILS IN THE MANUFACTURER'S SUGGESTED RETAIL PRICE INCLUDE STANDARD EQUIPMENT DETAILS

ALL STAR EDITION 1,905.00

- LOCKING REAR DIFFERENTIAL
- TRAILERING PACKAGE
- ALUMINUM WHEELS
- HEAVY DUTY COOLING
- AUTO DUAL ZONE AC
- BLUETOOTH FOR PHONE
- CD PLAYER WITH USB PORT
- STEERING WHEEL RADIO CONTROLS
- POWER SEAT ADJUSTER - DRIVER'S WAY
- FOG LAMPS
- LOOKING TAILGATE
- 22" LIFT TAILGATE

OFF ROAD SUSPENSION PACKAGE 750.00

OFF ROAD SKID PLATES

HIGH CAPACITY AIR CLEANER

17" ON-ROAD ROAD WOL TIRES 215.00

TRAILER BRAKE CONTROLLER 200.00

GVW RATING - 7100 LBS INC.

REAR AXLE 3.42 RATIO INC.

TOTAL OPTIONS \$2,735.00

TOTAL VEHICLE & OPTIONS \$37,045.00

DESTINATION CHARGE \$695.00

TOTAL BEFORE SAVINGS \$38,740.00

ALL STAR EDITION DISCOUNT -1,900.00

TOTAL VEHICLE PRICE* \$36,840.00

EPA Fuel Economy Estimates

GASOLINE
CITY MPG

15

Expected range
for most drivers
12 to 18 MPG

*Fuel economy varies
depending on how and
when drivers drive.
See Fuel Economy Guide for
more information.

FLEXIBLE FUEL VEHICLE*
GASOLINE - ETHANOL (E85)

Estimated
Annual Fuel Cost
\$3,263

based on 15,000 miles at
\$3.70 per gallon of GASOLINE

Combined GASOLINE
Fuel Economy

This Vehicle

17

10 to 21

AS STANDARD PICKUP TRUCKS

GASOLINE
HIGHWAY MPG

21

Expected range
for most drivers
17 to 25 MPG

Your actual
mileage will vary
depending on how you
drive and maintain
your vehicle.

AGU

GOVERNMENT SAFETY RATINGS

Frontal Crash Driver Passenger ★★★★★
★★★★★

Star ratings based on the risk of injury in a frontal impact.
Frontal ratings should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★
Rear seat ★★★★★

Star ratings based on the risk of injury in a side impact.

Rollover ★★★★★

Star ratings based on the risk of rollover in a single vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-800-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 62%
MAJOR SOURCES OF FOREIGN PARTS
CONTENT: MEXICO 34%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL
ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
ROANOKE, IN U.S.A.
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES

This Silverado 1500 is a vehicle
designed to be used in the U.S. and
Canada only. It is not designed for
use in other countries. Please consult
your dealer for more information.
©2011 GM Corp. Buckle up, America!

VEHICLE IDENTIFICATION NUMBER (VIN)
SALES TAXES, LICENSE, AND
REGISTRATION FEES
EXCLUDED FROM THIS
PRICE. SEE DEALER FOR
DETAILS.

VIN

DEALER TO WHICH DELIVERED
RENN KIRBY CHEVROLET BUICK
52 EXPEDITION TRAIL
GETTYSBURG, PA 17325-7508

NZ
1FA135T620

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

2000 ENVOY 4WD (4-DOOR)

VORTEC 4300 V6 SFI GAS ENGINE

EXTERIOR PEWTER METALLIC

4-SPD AUTO TRANS W/ OVERDRIVE

INTERIOR PEWTER INTERIOR TRIM



Division of General Motors Corporation

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD EQUIPMENT

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- TRUCK CAPABILITY EQUIPMENT:
- HIGH INTENSITY HEADLAMPS
- FULL LENGTH STEEL TRUCK FRAME
- ROOF MOUNTED CARGO RACK
- FULL SIZE SPARE TIRE
- ENGINE AND TRANS OIL COOLERS
- HEAVY DUTY BATTERY
- RECOVERY HOOKS
- 8-POINT ELECTRONIC COMPASS
- OUTSIDE TEMPERATURE GAUGE
- TOW/HAUL SHIFT PREFERENCE
- INTEGRAL FOGLAMPS
- PROTECTIVE BODYSIDE CLADDINGS
- 2 SPEED ACTIVE TRANSFER CASE
- HEAVY DUTY TRAILERING PACKAGE
- LOAD LEVELING SUSPENSION
- ON-BOARD AIR COMPRESSOR
- SAFETY & SECURITY FEATURES:
- DUAL FRONT AIR BAGS
- 4 WHEEL DISC ANTILOCK BRAKES
- PASSLOCK THEFT DETERRENT SYS.

- WINDOW LOCKOUT & CHILD LOCKS
- DAYTIME RUNNING LAMPS
- COMFORT/CONVENIENCE EQUIPMENT:
- 8-WAY PWR DRIVER SEAT
- 2-POSITION MEMORY DRIVER SEAT
- 8-WAY PWR PASSENGER SEAT
- HEATED PWR LUMBAR FRT SEAT
- ELECTRONIC CLIMATE CONTROL
- REMOTE KEYLESS ENTRY W/PANIC
- BOSE PREMIUM SOUND W/CASSETTE
- SEEK/SCAN, SSV AND CLOCK
- 6-DISC CD CHANGER
- REAR SEAT AUDIO CONTROLS
- INTERMITTENT WIPER/WASHERS
- DOOR ACTIVATED INTERIOR LAMPS
- SPLIT FOLDING REAR SEAT
- OVERHEAD AND FLOOR CONSOLE
- ELECTROCHROMIC MIRRORS
- HEATED POWER FOLDING MIRRORS
- HOMELINK TRANSMITTER TRIP COMPUTER

STANDARD VEHICLE PRICE

Options Installed by Manufacturer

\$34,170.00**MARKETING OPTION PACKAGE - 1SG NO CHARGE**

POWER SUNROOF	750.00
FULL FEATURE BUCKET SEATS	NO CHARGE
GVW RATING - 5,350 LBS	NO CHARGE
FEDERAL EMISSIONS	NO CHARGE
REAR AXLE - 3.42 RATIO	NO CHARGE
VORTEC 4300 V6 SFI GAS ENGINE	NO CHARGE
4-SPD AUTO TRANS W/ OVERDRIVE AND ELECTRONIC CONTROL	NO CHARGE
LIFTGATE/LIFTGLASS BODY	NO CHARGE
RR RADIO CNTRL & EARPHONE JACKS	NO CHARGE
ENVOY DECOR	NO CHARGE
SOLID COLOR	NO CHARGE

TOTAL OPTIONS \$750.00

MAXIMUM TOW RATING FOR THIS VEHICLE IS 5,000 LBS/ 2,268KG WITH APPROPRIATELY RATED TRAILER HITCH. TOW RATING MUST BE REDUCED BY WEIGHT OF PASSENGERS, CARGO AND OPTIONAL EQUIPMENT. SEE DEALER AND OWNER'S MANUAL FOR MORE INFORMATION.

Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer

CITY MPG

16

HIGHWAY MPG

20**ACTUAL MILEAGE**

WILL VARY WITH DRIVING CONDITIONS, DRIVING HABITS AND VEHICLE'S CONDITION. RESULTS REPORTED TO EPA INDICATE THAT THE MAJORITY OF VEHICLES WITH THESE ESTIMATES WILL ACHIEVE BETWEEN

16 AND 18 MPG IN THE CITY AND BETWEEN

17 AND 20 MPG ON THE HIGHWAY.

2000 JIMMY 4WD
4.3 LITER V6 ENGINE
FUEL INJECTION ELECT W/LOCK UP
4 SPEED TRANSMISSION
CATALYST, FEEDBACK FUEL SYSTEM

ESTIMATED ANNUAL FUEL COST: \$1,058

FOR COMPARISON SHOPPING,

ALL VEHICLES CLASSIFIED AS

SPECIAL PURPOSE

HAVE BEEN ISSUED

MILEAGE RATINGS

RANGING FROM

16 TO 18 MPG CITY AND

17 TO 20 MPG HIGHWAY.

21148**TWA****TOTAL VEHICLE & OPTIONS \$34,920.00****DESTINATION CHARGE \$25.00****TOTAL VEHICLE PRICE* \$35,445.00**

DEALER TO WHOM DELIVERED

BOB SELLERS PONTIAC-GMC TRUCK, INC.
P.O. BOX 2070
FARMINGTON HILLS, MI 48333-2070

ORDER NO. RECORD

STOCK CODE

DEALER NO. 21148

FINAL ASSEMBLY: WARREN, OH U.S.A.

VIN [REDACTED]

This deal has been approved pursuant to Federal law—Do not deliver prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer-installed options and accessories. Total cost to deliver less.

PART NO. 1072827

©1999 General Motors Corporation

Year: 2004
 Make: Buick
 Model: Rainier 4dr CXL AWD
 VIN: [REDACTED]

Engine: ENGINE, VORTEC 4200 MFI L6 includes transmission oil cooler (275 HP [205.1 kW]) @.
 Transmission: TRANSMISSION, 4-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH ...
 Exterior: Black
 Interior: Medium Pewter

MECHANICAL

- Transfer case, AWD electronic automatic system, variable driving torque percentage
- Alternator, 150 amps
- Battery, heavy-duty, includes rundown protection and retained accessory power
- All-wheel-drive
- GVWR, 5750 lbs.
- Differential, locking, heavy-duty, rear
- Rear axle, 3.73 ratio
- Suspension Package, Premium Smooth Ride
- Suspension, front, double A arm
- Suspension, rear, load-leveling, 5-link solid axle, electronically controlled air suspension
- Trailing equipment, heavy-duty, includes trailing hitch platform, 7-wire harness plus CHMSL wire and heavy-duty flasher
- Trailing wire harness, connector
- Tires, P255/60R17, all-season, blackwall
- Tire, spare, full-size, includes 17" steel wheel located at rear underbody of vehicle
- Wheels, 4 - 17" x 7" custom aluminum, 8-spoke, includes tri-shield center caps and full-size steel spare
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc
- Fuel capacity, approximate, 22 gallons

EXTERIOR

- Luggage rack, rooftop, includes side rails
- Bumpers, front and rear, color-keyed
- Headlamps, dual halogen composite, includes flash-to-pass feature and automatic lamp control
- Daytime running lamps, includes automatic exterior lamp control
- Lamps, cornering
- Fog lamps, front, halogen
- Mirrors, outside rearview, foldaway, heated, with turn signal indicators
- Glass, Solar-Ray deep tinted
- License plate bracket, front, includes cover for states where a front license plate is not required
- Body, liftgate with liftglass, includes electric release and rear-window wiper/washer
- Wipers, intermittent, front

INTERIOR

- Custom Perforated Leather-appointed seats
- Seats, front leather-appointed reclining buckets, with adjustable head restraints; driver and passenger seat includes 8-way power adjustment and 2-way power lumbar; center console and storage pocket on passenger seat only

- Seat adjuster, power passenger 8-way
- Seats, rear, 2nd row, split-folding
- Floor mats, color-keyed, carpeted front and rear, removable
- Steering wheel, leather-wrapped rim, includes accessory controls for audio and Driver Information Center
- Steering column, Tilt-Wheel, adjustable, includes brake/transmission shift interlock
- QuietTuning, includes acoustic laminate in windshield, laminated front door glass, 26 strategically-placed elements of sound insulation, specially-selected quiet-riding tires and exhaust modifications
- Windows, power, includes driver and front passenger, express-down feature and lockout features
- Door locks, power programmable
- Keyless entry, remote, programmable, includes 2 transmitters, panic button and content theft alarm
- Driver Information Center, monitors up to 13 different systems, includes trip computer, fluid levels and door ajar
- OnStar, 1-year Safe and Sound service, includes automatic notification of air bag deployment, emergency services, roadside assistance, stolen-vehicle tracking, AccidentAssist, remote door unlock, remote diagnostics, online concierge and remote horn and lights. Drivers can also opt for other available OnStar services, including making and receiving voice-activated, hands-free phone calls with Personal Calling and getting location-based traffic and weather reports with Virtual Advisor
- Memory Package, 2-position memory, driver seat and outside rearview mirrors
- Cruise control
- Travel Note digital recorder, located in overhead console
- Universal transmitter, HomeLink, includes garage door opener, 3-channel programmable
- Theft-deterrent system, PASSlock
- Theft-deterrent alarm system, content theft alarm
- Air conditioning, dual-zone, automatic, individual climate settings for driver and right front passenger
- Defogger, rear-window, electric
- Sound system, ETR AM/FM stereo with CD and cassette player, includes seek-and-scan, digital clock, auto-tone control, speed-compensated volume, TheftLock, random select, auto-reverse cassette and Radio Data System
- Sound system feature, rear audio controls, includes headphone jacks and controls
- Cupholders, front and rear of center console
- Glovebox, passenger side of instrument panel
- Power outlets, auxiliary, covered, 2 in front bottom of instrument panel, 1 in rear of center console, 12-volt
- Lighting, perimeter with theater dimming, cargo compartment, reading lamps in all rows, door- and tailgate-activated switches, illuminated entry, exit feature and rear map lights
- Console, overhead, custom
- Visors, padded, color-keyed, driver and passenger side with cloth trim, extendable feature, illuminated vanity mirrors
- Cargo storage well

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc
- Air bags, frontal, driver and right front passenger
- Daytime running lamps, includes automatic exterior lamp control
- Door locks, child security, rear

CITY MPG

14



HIGHWAY MPG

19

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition.

New

MSRP	\$37,595.00
INSTALLED OPTIONS	
Emissions, Federal Requirements	\$0
GVWR, 5750 LBS. (2608 KG)	\$0
CXL Preferred Equipment Group	\$0
• standard equipment	
Convenience Package	\$150
• convenience net	
• rear reversible cargo mat and cargo shade	
• rear	
Pedals, Power Adjustable	\$150
Seats, Heated, Driver And Front Passenger	\$275
• separate control for back and seat cushion	
Smokers Package	\$30
• muffin ashtray and lighter	
Sunroof, Power, Tilt Sliding, Electric	\$885
With Express Open And Wind Deflector	
Original Shipping Charge	\$685
RETAIL PRICE (ORIGINALLY NEW)	\$39,770.00

Get more information on your smartphone:



 **BILL MARSH**

www.BillMarsh.com
 800-596-2774

Year: 2012
 Make: Buick
 Model: Enclave AWD 4dr Premium
 VIN: [REDACTED]

Engine: V6 Cylinder Engine
 Transmission: TRANSMISSION, 6-SPEED AUTOMATIC
 Exterior: White Diamond Tricoat
 Interior: Titanium

MECHANICAL

- Axle, 3.16 ratio
- All-wheel drive
- Alternator, 170 amps
- Trailering provisions, 2000 lbs. (907 kg)
- GVWR, 6459 lbs. (2930 kg)
- Suspension, Premium Ride, 4-wheel independent
- Steering, power, variable effort
- Exhaust, dual with bright chromed tips

EXTERIOR

- Luggage rack side rails, roof-mounted, chromed
- Headlights, articulating
- Fog lamps, front, halogen, with projector technology
- Glass, Solar-Ray deep-tinted, rear-side, quarter panel and liftgate
- Wipers, front intermittent with structureless wiper blades
- Wiper, rear intermittent with washer
- Liftgate, rear power

ENTERTAINMENT

- SiriusXM Satellite Radio is standard on nearly all 2012 GM models. Enjoy a 3-month trial to the 'XM Select' package, with over 170 channels including commercial-free music, all your favorite sports, exclusive talk and entertainment. And now add premium channels to your trial at no-cost. Welcome to the world of satellite radio. (Requires a subscription sold separately by SiriusXM after the trial period. If you decide to continue your service at the end of your subscription, service will automatically renew and bill, at the rates in effect at the time of renewal, until you call SiriusXM at 1-866-635-2349 to cancel. See our Customer Agreement for complete terms at www.siriusxm.com. Available only to those at least 18 and older in the 48 contiguous USA and D.C. Replaced by (UBS) NavTraffic when (UUM) Audio system with Navigation or (U4H) Audio system with Rear Seat Entertainment are ordered.)
- Bluetooth for phone personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface)

- QuietTuning Buick exclusive process to reduce, block and absorb noise and vibration to create a quiet interior cabin

INTERIOR

- Seat adjuster, 4-way power front passenger (fore-aft and recline), power lumbar
- Floor mats, front and rear auxiliary, covering (Floor mats first, second and third row.)
- Steering wheel, leather-wrapped with Mahogany wood accents
- Instrumentation includes Driver Information Center, tachometer, speedometer, fuel, coolant temperature, battery, gear selector, outside air temperature and compass display (Digital compass display moves to navigation screen with (UUM) Audio system with Navigation and (U4H) Audio system with Rear Seat Entertainment and Navigation.)
- Instrumentation, engine oil life monitor
- Windows, power with driver Express-Up and -Down features, passenger Express-Down feature
- Universal Home Remote, includes garage door opener, 3-channel programmable
- Theft-deterrent system, vehicle, PASS-Key III, engine immobilizer with content theft alarm
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver and right front passenger and rear seat occupants
- Defogger, rear-window electric
- Glovebox, locking, passenger-side of instrument panel
- Mirror, inside rearview auto-dimming
- Visors, driver and front passenger illuminated vanity mirrors

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc
- Air bags, dual-stage frontal and side-impact, driver and front passenger and side curtain for first, second and third row outboard passengers with Passenger Sensing System and roll over protection (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owners Manual for more information.)
- Door locks, rear child security
- Tire Pressure Monitor System

CITY MPG

16



HIGHWAY MPG

22

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition

New

MSRP	\$45,765.00
INSTALLED OPTIONS	
Emissions, Federal Requirements	\$0
1 SN Preferred Equipment Group	\$0
• Standard Equipment	
Wheels, 20" (50.8 CM) Chrome Clad Aluminum	\$300
Tires, P255/55 R20 All Season, Blackwall	\$0
Wheel, 17" (43.2 CM) Compact Steel Spare Wheel And Tire	\$0
White Diamond Tricoat	\$795
Titanium, Perforated Leather Seating Surface	\$0
Audio System With Rear Seat Entertainment And Navigation	\$3,185
Sunroof, Power	\$1,400
License Plate Bracket, Front Mounting Package	\$15
Navtraffic	\$0
Original Shipping Charge	\$825
RETAIL PRICE (ORIGINALLY NEW)	\$52,285.00

Get more information on your smartphone:



Pilson Auto Centers

pilsonauto.com
 217-234-6461

Year: 2014
 Make: Buick
 Model: Encore AWD 4dr Leather
 VIN: [REDACTED]

Engine: 4 Cylinder Engine
 Transmission: TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH ...
 Exterior: Quicksilver Metallic
 Interior: Ebony

MECHANICAL

- Axle, 3.53 final drive ratio
- Drivetrain, all-wheel drive
- Alternator, 130 amps
- Suspension, Ride and Handling
- Steering, power, variable effort, electronic
- Exhaust system, rear exit
- Exhaust tip, styled stainless-steel
- Keys, ignition, foldable
- Mechanical jack

EXTERIOR

- Tires, P215/55R18 all-season, blackwall
- Tire, compact spare 16", located under cargo floor
- Fascias, front and rear accent color includes rocker moldings
- Headlamps, halogen composite projector beam with blue translucent ring and automatic exterior lamp control
- Fog lamps, front
- Lamp, center high-mounted stop/brake
- Glass, acoustic, laminated
- Glass, deep-tinted
- Windshield, solar absorbing
- Mirrors, outside heated power-adjustable, body-color, manual-folding with turn signal indicators
- Door handles, body-color with chrome strips
- Wipers, front intermittent with pulse washers
- Wiper, rear intermittent
- Vehicle protection, corrosion preventative
- Steering wheel, leather-wrapped 3-spoke, color-keyed with theft-deterrent locking feature
- Steering wheel, heated
- Steering wheel controls, mounted audio and phone interface controls
- Driver Information Center includes tachometer, speedometer, fuel, coolant temperature, battery and compass
- Instrumentation, outside temperature display, located on audio system
- Instrumentation, analog with mpg speedometer and tachometer
- Oil life monitoring system
- Cruise control, electronic with set and resume speed
- Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right front passenger
- Air filter, particle
- Defogger, rear-window electric
- Shift knob, satin silver and chrome
- Glovebox, dual
- Power outlet, 120-volt, located on the rear of center console
- Mirror, inside rearview auto-dimming
- Visors, driver and front passenger illuminated vanity mirrors, covered
- Lighting, interior, dimming instrument panel cluster
- Lighting, interior, Ice Blue ambient, located on instrument panel
- Lighting, interior, overhead courtesy lamp
- Lighting, interior, rear cargo compartment lamp
- Cargo storage, tray under rear floor
- Cargo cover, rear, stowable and removable
- Side Blind Zone Alert

ENTERTAINMENT

- Antenna, roof-mounted
- Audio system feature, 6-speaker system
- Audio system feature, color display, 7" diagonal
- QuietTuning Buick exclusive process that consists of acoustically enhanced windshield and side glass, along with numerous noise canceling acoustic treatments to reduce, block and absorb noise and vibration to create a quiet interior cabin
- Noise control system, active noise cancellation

INTERIOR

- Memory Package driver side "presets" for seat position
- Seats, heated driver and front passenger
- Seat adjuster, driver 6-way power with manual recline and power lumbar adjustment
- Seat adjuster, front passenger 6-way power with manual recline and power lumbar adjustment
- Seatback, passenger flat-folding
- Headrests, 2-way adjustable, up/down
- Door sill plate cover, front
- Steering column, tilt and telescopic, adjustable

CITY MPG

23



HIGHWAY MPG

30

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition

INSTALLED OPTIONS

Emissions, Connecticut, Delaware, Maine, \$0
 Maryland, Massachusetts, New Jersey,
 New York, Oregon, Pennsylvania, Rhode
 Island, Vermont And Washington State
 Requirements

1 SL Preferred Equipment Group \$0

- Standard Equipment

Quicksilver Metallic \$0

- (BT3) Dark Argent Metallic lower accent color

Dark Argent Metallic Lower Accent Color included

Ebony, Leather Appointed Seats \$0

Audio System With Navigation, \$795

Am/Fm/Siriusxm Stereo, Single CD Player
 And MP3 Player

- navigation
- IntelliLink 7" diagonal color LCD display
- GPS navigation system
- USB port
- Radio Data System (RDS) and auxiliary input jack

License Plate Bracket, Front Mounting \$0

Package

Original Shipping Charge \$925

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc
- StabiliTrak, stability control system
- Daytime Running Lamps, reduced intensity low beam
- Air bags, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail for front and rear outboard seating positions
- Air bag, Passenger Sensing System, sensor indicator inflatable restraint, front passenger/child presence detector
- Safety belts, 3-point, driver and front passenger height-adjustable with load limiters
- Safety belts, 3-point rear, all seating positions
- Restraint provisions, child, Isofix 2 point only, point/latch includes 3 top tether points
- Rear Cross-Traffic Alert
- Rear Vision Camera
- Door locks, child security, rear, electrical
- Tire Pressure Monitor, manual learn
- Horn, dual note tone



Credit Now
 Maine's #1 Used Vehicle Dealer

www.creditnow.com

866-864-9899

Year: 2012
 Make: Cadillac
 Model: Escalade 2WD 4dr Platinum Edition
 VIN: [REDACTED]

Engine: 8 Cylinder Engine
 Transmission: TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, 6L80E, ELECTRONICALLY..
 Exterior: White Diamond Tricoat
 Interior: Cocoa/Light Linen

MECHANICAL

- Throttle control, electronic
- Cooling, external engine oil cooler, heavy-duty
- Cooling, external transmission oil cooler, heavy-duty air-to-oil
- Rear wheel drive
- Differential, heavy-duty locking rear
- Rear axle, 3.42 ratio
- Battery, heavy-duty with rundown protection and retained accessory power
- Alternator, 160 amps
- Trailing equipment, heavy-duty includes trailing hitch platform, 7-wire harness with independent fused trailing circuits and 7-way sealed connector
- GVWR, 7100 lbs.
- Suspension, front independent, SLA, coil over shock and stabilizer bar
- Suspension, rear 5-link coil springs
- Automatic level control, heavy-duty, air
- Steering, power, rack-and-pinion
- Exhaust, dual-outlet stainless-steel

EXTERIOR

- Tires, P285/45R22, all-season, blackwall TL AL2
- Tire inflation kit
- Fascia, front, body-color
- Fascia, rear, body-color
- Moldings, color-keyed bodyside with chrome accents
- Headlamps, LED
- Headlamps, Twilight Sentinel automatic delay
- Headlamps, IntelliBeam
- Fog lamps, front rectangular halogen, integral in front fascia
- Tail lamps, LED illumination
- Mirrors, outside heated power-adjustable, power-folding and driver-side auto-dimming, color-keyed with integrated turn signal indicators, ground illumination and programmable to provide curb view when in reverse
- Wipers, front intermittent

- Wiper, rear intermittent with washer
- Door handles, chrome
- Body, power liftgate

ENTERTAINMENT

- Bluetooth for phone, personal cell phone connectivity to vehicle audio system and HMI
- NavTraffic is available in over 100 markets and works with your vehicle's navigation system to give you continuously updated traffic data right when you need it most - while you're driving. You'll avoid traffic tie-ups, save time and gas by getting alternate routes, and, in some cases, receive traffic speed and drive-time information. Plus, you can use NavTraffic at the same time you're enjoying SiriusXM Satellite Radio. You'll find that once you start using NavTraffic, you won't want to drive without it.
- Audio system feature, Bose 5.1 Cabin Surround Sound system with 10 speakers

INTERIOR

- Seat release, second row, power for tumble and fold
- Floor covering, color-keyed carpeting
- Steering wheel, power-tilt, color-keyed with wood and leather-wrapped rim, locking.
- Steering wheel controls, mounted audio and Driver Information Center controls
- Instrumentation, analog with speedometer, odometer, fuel level, engine temperature and tachometer
- Windows, power with driver and front passenger Express-Up/Down and lockout features
- Pedals, power-adjustable for accelerator and brake
- Remote vehicle start, adaptive
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, vehicle, PASS-Key III+
- Cup holders, quad front, dual second row and single third row
- Cup holders, heated and cooled
- Mirror, inside rearview auto-dimming, includes OnStar controls.
- Visors, driver and front passenger illuminated vanity mirrors with extenders

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, head curtain side-impact, first, second and third row outboard seating positions with rollover sensor
- Air bags, seat-mounted side-impact, driver and right-front passenger for thorax and pelvic protection
- Rear Park Assist
- Rear Vision Camera
- Safety belts, first and second row belts to body, third row belts to seat, lap and shoulder all seating positions
- Door locks, child rear security

CITY MPG

14



HIGHWAY MPG

18

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition

New

MSRP	\$79,945.00
INSTALLED OPTIONS	
Emissions, Federal Requirements	\$0
Platinum Edition Preferred Equipment Group	\$0
• Standard Equipment	
White Diamond Tricoat	\$0
Cocoa/Light Linen, Tehama Full Leather Seats With Mini Perforated Inserts	\$0
Audio System With Navigation, Compact Flash, Am/Fm/Siriusxm Stereo With MP3/CD/DVD Video/Audio Changer	\$0
Lpo, Wheel Locks	\$55
Original Shipping Charge	\$995
RETAIL PRICE (ORIGINALLY NEW)	\$80,995.00

Get more information on your smartphone:



www.AtlantaAutos.com
 678-213-4455

Year: 2005
 Make: GMC
 Model: Yukon XL 4dr 1500 4WD SLT
 VIN: [REDACTED]

Engine: 8 Cylinder Engine
 Transmission: TRANSMISSION, 4-SPEED AUTOMATIC, electronically controlled with overdrive.
 Exterior: Sport Red Metallic
 Interior: Pewter/Dark Pewter

MECHANICAL

- Battery, heavy-duty, 600 cold-cranking amps, includes rundown protection and retained accessory power
- Alternator, 160 amps
- Trailing wiring harness, 7-wire
- Recovery hooks, 2 front, frame-mounted
- GVWR, 7200 lbs.
- Suspension Package, Premium Smooth Ride, includes 46mm diameter high pressure gas shocks
- Suspension, front, independent torsion bar, and stabilizer bar
- Suspension, rear, multi-link with coil springs
- Tire carrier, lockable, outside spare, winch-type mounted under frame at rear
- Steering, power
- Fuel capacity, approximate, gallon 31
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Tools, mechanical jack and wheel wrench, stored in rear quarter trim

EXTERIOR

- Luggage rack, roof-mounted, Black
- Bumper, front, chrome
- Bumper, rear, chrome step, includes pad
- Air dam, Gray
- Moldings, body-side, body-color, with bright insert
- Grille, chrome surround
- Assist steps, Black, mounted between front and rear wheels at bottom of rocker panel
- Headlamps, dual halogen composite, includes flash-to-pass feature and automatic lamp control
- Fog lamps, front, rectangular, halogen
- Glass, Solar-Ray deep tinted
- Body, liftgate with liftglass, rear door system, includes rear-window wiper/washer

INTERIOR

- SLT decor
- Seats, middle leather appointed 60/40 split-folding bench, 3-passenger with center armrest, storage tray and rear passenger easy entry
- Seats, rear 3rd row vinyl bench, 3-passenger, 1-piece removable

- Cupholders, in front seating area
- Cupholders, in rear of floor console
- Cupholders, driver and passenger side in 3rd row side trim
- Smokers Package, includes ashtray and lighter
- Floor covering, color-keyed carpeting
- Floor mats, color-keyed, carpeted front and 2nd row, removable
- Steering column, Tilt-Wheel, adjustable, includes brake/transmission shift interlock
- Steering wheel, leather-wrapped rim, Black
- Steering wheel, mounted controls, includes audio and driver information center controls
- Driver Information Center, full functionality, monitors numerous systems
- Tire pressure monitoring system
- Instrumentation, analog, includes speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature, oil pressure and tachometer
- Warning tones, headlamp on, key-in-ignition, buckle-up reminder, turn signal on
- Windows, power, includes driver express-down and lockout features
- Cruise control, electronic with set and resume speed, includes telltale in instrument panel cluster
- Heater and defogger, includes front and side window defoggers, rear passenger heating ducts and heater, rear auxiliary
- Defogger, rear-window, electric
- Sound system feature, Bose Premium speaker system, 9 speakers, includes subwoofer in center console
- OnStar, 1-year Safe and Sound Service, includes automatic notification of air bag deployment, stolen vehicle tracking, emergency services, roadside assistance, remote door unlock, remote horn and lights, GM Goodwrench remote diagnostics, AccidentAssist and online concierge. Drivers can also obtain the available voice-activated, hands-free Personal Calling service and Virtual Advisor that provides location-based traffic and weather reports and other personalized information
- Door trim, lights on front doors, side reflectors on rear doors
- Armrests, driver and passenger doors, padded
- Mirror, inside rearview, electrochromic, 8-point compass, outside temperature indicator and right front passenger air bag status
- Visors, padded, Shale-colored, driver and passenger side with cloth trim, extenders, illuminated vanity mirrors and corner storage pockets on back of visors
- Assist handles, front passenger and outboard 2nd row seats
- Coat hooks, driver and passenger side, rear seat and cargo area
- Storage bin, behind rear driver side quarter panel

SAFETY

- Air bags, frontal, dual-stage, driver and right front passenger, includes Passenger Sensing System
- Brake/transmission shift interlock

CITY MPG

14



HIGHWAY MPG

18

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition

New

MSRP	\$42,155.00
INSTALLED OPTIONS	
Suspension Package, Autoride	included
Emissions, Federal Requirements	\$0
SLT Preferred Equipment Group	\$5,080
Tires, P265/70 R17, All Season, White Outlined Letter	\$125
Seats, Front Leather Seating Surfaces	included
Power Reclining Full Feature Buckets	
Sound System, Etr Am/Fm Stereo With 6 Disc CD Changer	included
Wheels, 4 17" X 7.5" (43.2 CM X 19.1 CM) 6 Spoke Premium Aluminum Ultra Bright Polish	\$645
Safe And Secure Package	\$1,470
Sun, Sound And Entertainment Package	\$2,720
Trailing Equipment, Heavy Duty	\$330
Air Cleaner, High Capacity	\$0
Cooling, External Transmission Oil Cooler, Heavy Duty Air To Oil	included
Cargo Package	included
Mirrors, Outside Rearview, Power Folding, Power Adjustable, Heated, Color Keyed, Driver Side Electrochromic	included
Air Bags, Side Impact, Driver And Right Front Passenger	included
Entertainment System, Rear Seat	included
Pedals, Power Adjustable	included
Sound System Feature, XM Satellite Radio.	included
Sunroof, Power, Tilt Sliding, Electric	included
Universal Transmitter, Homelink	included
Customer Dialogue Network	\$0
Original Shipping Charge	\$850
RETAIL PRICE (ORIGINALLY NEW)	\$53,375.00

 **BILL MARSH**

www.BillMarsh.com
 800-596-2774

Year: 2007
 Make: GMC
 Model: Acadia FWD 4dr SLT
 VIN: [REDACTED]

Engine: V6 Cylinder Engine
 Transmission: Automatic 6-spd
 Exterior: Liquid Silver Metallic
 Interior: Ebony

MECHANICAL

- Axle, 3.16 ratio
- Front wheel drive
- Alternator, 170 amps
- GVWR, 6400 lbs. (2903 kg)
- Suspension, Ride and Handling
- Steering, power, variable effort
- Exhaust, double dual with chrome tips

EXTERIOR

- Spoiler, rear
- Roof rails, brushed aluminum, longitudinal
- Moldings, body-color bodyside
- Headlamps, dual halogen projector lamp
- Headlamp control, automatic on and off
- Fog lamps, front round halogen
- Glass, Solar-Ray deep-tinted (all windows except light-tinted glass on windshield and driver- and front passenger-side glass)
- Door handles, chrome (Bright beltline molding.)
- Wipers, front intermittent with washers
- Wiper, rear intermittent with washer
- Body, manual rear liftgate

INTERIOR

- Seats, heated driver and front passenger
- Console, front center with 2 cup holders and storage

- Cup holders, 2 front on the floor console
- Cup holders, 2 in the second row
- Floor mats, color-keyed carpeted front, second and third row, removable
- Floor covering, color-keyed carpeting
- Insulation, acoustical package
- Steering wheel, leather-wrapped with redundant audio controls
- Steering wheel, Tilt-Wheel and telescopic with brake/transmission shift interlock
- Instrumentation, 5-gauge with Enhanced Driver Information Center and outside temperature indicator
- Tire Pressure Monitoring System
- Cruise control, electronic with set and resume speed
- OnStar, 1-year of Directions and Connections plan. Includes the innovative easy to use Turn-by-Turn Navigation services which provide voice-guided directions (where available). Also includes Automatic Notification of Air Bag Deployment, Stolen Vehicle Location Assistance, Emergency Services, Roadside Assistance, Remote Door Unlock, OnStar Vehicle Diagnostics, Hands-Free Calling, AccidentAssist, Remote Horn and Lights, Information and Convenience Services, and Driving Directions (OnStar services require vehicle electrical system (including battery), wireless service and GPS satellite signals to be available and operating for features to function properly. OnStar acts as a link to existing emergency service providers. Stolen Vehicle Location Assistance and Remote Door Unlock success varies with conditions. OnStar Vehicle Diagnostic available on most 2004 MY and newer GM vehicles. Diagnostic capability varies by model. Turn-by-Turn Navigation requires ABS and is not available in certain areas. Visit onstar.com or call 1-888-466-7827 for system limitations and details)
- Universal Home Remote, includes garage door opener, 3-channel programmable
- Theft-deterrent system, vehicle, PASS-Key III, engine immobilizer
- Defogger, rear-window, electric
- Audio system controls, rear with 2 headphone jacks (headphones not included) and controls for volume, station selection and media
- Antenna, Quad-Band for AM/FM stereo and OnStar
- Mirror, inside rearview auto-dimming with 8-point compass display
- Visors, driver and front passenger, padded with cloth trim, color-keyed
- Cargo storage, under rear floor

SAFETY

- Door locks, rear child security
- Horn, dual-note

CITY MPG

16



HIGHWAY MPG

22

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition.

New

MSRP	\$33,225.00
INSTALLED OPTIONS	
Body, Power Rear Liftgate	included
Emissions, Federal Requirements	\$0
SLT 2 Preferred Equipment Group	\$0
Tires, P255/55 R19 H Rated	\$0
Audio System With Navigation, Am/Fm Stereo With MP3 Compatible CD/DVD Player And DVD Based Navigation	\$2,145
Wheels, 4 19" X 7.5" (48.3 CM X 19.1 CM) Machined Ultrabright Aluminum	\$1,295
Mirrors, Outside Heated Power Adjustable, Power Folding And Driver Side Auto Dimming, Body Color	included
Audio System Controls, In The Rear Cargo Area	\$150
Cargo Package	included
Convenience Package	included
Trailer Package	\$425
Trailer Hitch, Factory Installed	included
Entertainment System, Rear Seat DVD Player	\$1,295
Audio System Feature, Bose Advanced 10 Speaker System	\$0
XM Satellite Radio.	included
Antenna, Quad Band	included
Head Up Display	\$350
Power Outlet, 3 Prong Household Style, 115 Volt	included
Remote Vehicle Start	included
Seat, 8 Way Power Driver	included
Seat, 4 Way Power Passenger	included
Sunroof, Dual Skyscape 2 Panel Power, Tilt Sliding Front And Fixed Rear	\$1,300
Washer Nozzles, Heated Windshield	included
Original Shipping Charge	\$735
RETAIL PRICE (ORIGINALLY NEW)	\$40,920.00



www.BillMarsh.com
 800-596-2774

Year: 2009
 Make: GMC
 Model: Yukon XL Denali AWD 4dr 1500
 VIN: [REDACTED]

Engine: 8 Cylinder Engine
 Transmission: TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTR.
 Colors: Summit White / Ebony
 Mileage: 200,006

Stock #: 2019-321

MECHANICAL

- Rear axle, 3.42 ratio
- Tow/haul mode selector button located at end of shift lever
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary external transmission oil cooler, heavy-duty air-to-oil
- Transfer case, AWD, electronic automatic system
- All-wheel drive
- Alternator, 160 amps
- Recovery hooks, 2 front, frame-mounted
- Differential, heavy-duty locking rear
- GVWR, 7400 lbs.
- Suspension Package, Autolide, bi-state variable shock dampening and rear air-assisted load-leveling includes automatic air level control
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Trailing equipment, heavy-duty includes trailing hitch platform, 7-wire harness with independent fused trailing circuits mated to a 7-way sealed connector and 2" trailing receiver
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, aluminum stainless-steel muffler and tailpipe
- Tools, mechanical jack and wheel wrench stored in rear quarter trim

EXTERIOR

- Wheels, 4-20" x 8.5" chrome aluminum
- Tires, P275/55R20 all-season, blackwall
- Wheel, 17" full-size, steel spare
- Tire, spare P265/70R17
- Tire carrier, lockable outside spare winch-type mounted under frame at rear
- Fascia, front color-keyed
- Fascia, rear color-keyed
- Luggage rack, roof-mounted, body-color with bright accent
- Luggage rack center rails
- Moldings, body-color bodyside with bright inserts
- Grille, chrome surround
- Assist steps, Black with chrome insert, mounted between the front and rear wheels
- Headlamps, projector beam with automatic exterior lamp control and flash-to-pass feature
- Fog lamps, front round, halogen
- Mirrors, outside heated power-adjustable, power-folding and driver-side auto-dimming, body-color, with integrated turn signal indicators, ground illumination and curb-tilt
- Glass, Solar-Ray deep-tinted
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate with liftglass, rear door system with rear-window wiper/washer
- Liftgate, rear power-operated controlled from front overhead console, remote key fob or button inside liftgate

ENTERTAINMENT

- Audio system, AM/FM stereo with MP3 compatible 6-disc in-dash CD changer seek-and-scan, digital clock and auto-tone control
- Audio system feature, Bose Centerpoint Surround Sound 10-speaker system
- XM Radio. XM Radio includes 3 trial months of service. XM turns your world on with commercial-free music channels from Rock to Jazz, Country to Classical, Latin Pop to Hip Hop, and virtually everything in between, all in amazing digital sound. Turn on your favorite Sports with every Major League Baseball game from Opening Day until the World Series, NHL Hockey, the PGA TOUR and college football and basketball. Plus XM brings you the biggest names in news and talk, outrageous comedy, award-winning family programming -- wherever you go from coast to coast. Exclusive live concerts, Oprah and Friends, Radio Disney, and so much more. Find what turns you on
- Audio system controls, rear with 2 headphone jacks, power outlet and controls for volume, station selection and media
- Bluetooth for phone personal cell phone connectivity to vehicle audio system

INTERIOR

- Seats, front bucket with leather-appointed seating, 12-way power driver and front passenger seat adjusters, including power lumbar control, power recline, heated seat cushion and seatbacks, 2-position driver memory, adjustable head restraints, storage pockets and floor console
- Seat adjuster, driver power
- Seat adjuster, front passenger power

- Seats, heated second row
- Seat release, second row, power release only
- Seats, third row 50/50 split-bench with vinyl, 3-passenger removable, all-belts-to-seat
- Console, floor with storage area, 4 cup holders and integrated second row audio and HVAC controls
- Cup holders, in front seating area
- Cup holders, in rear of floor console
- Cup holders, driver and passenger-side in third row side trim
- Floor covering, color-keyed carpeting
- Floor mats, color-keyed carpeted front and second row removable
- Acoustical Insulation Package, premium
- Steering column, Tilt-Wheel, adjustable with brake/transmission shift interlock
- Steering wheel, Deluxe, leather-wrapped with power-tilt
- Steering wheel, heated
- Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls
- Driver Information Center, full-functionality included with temperature and compass
- Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature, oil pressure and tachometer
- Warning tones headlamp on, key-in-ignition, driver and passenger buckle up reminder and turn signal on
- Windows, power with driver Express-Down and lockout features
- Door locks, power programmable with lockout protection
- Remote vehicle starter system includes Remote Keyless Entry
- Pedals, power-adjustable for accelerator and brake, includes Rear Parking Assist
- Universal Home Remote includes garage door opener, 3-channel programmable
- Cruise control, electronic with set and resume speed
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver and right-front passenger
- Air conditioning, rear auxiliary
- Heater, rear auxiliary with rear passenger heating ducts
- Defogger, rear-window electric
- Rear Parking Assist, Ultrasonic with rearview LED display and audible warning
- Theft-deterrent system, vehicle, PASS-Key III
- Door trim, side reflectors on the rear doors
- Armrests, driver and passenger doors, padded
- Mirror, inside rearview auto-dimming
- Console, overhead mini with map lights
- Vison, driver and front passenger illuminated vanity mirrors, padded with cloth trim, extends on rod, Shale-colored
- Assist handles, front passenger and second row outboard
- Coat hooks, driver- and passenger-side rear seat and cargo area
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Power outlets, 4 auxiliary with covers, 12-volt, 3 in floor console, 1 in cargo area
- Storage bin, behind driver-side rear quarter panel
- Cargo mat

SAFETY

- StabiliTrak, stability control system with traction control
- Air bags, dual-stage frontal, driver and right-front passenger with Passenger Sensing System
- Air bags, head curtain side-impact, first and second row outboard seating positions with rollover sensor, includes third row seating positions with 3-passenger third row bench seat
- OnStar, 1-year of Directions and Connections plan. Includes the innovative easy to use Turn-by-Turn Navigation services which provide voice-guided directions. Also includes Automatic Crash Notification, Automatic Notification of Air Bag Deployment, Stolen Vehicle Location Assistance, a link to all Emergency Services, Roadside Assistance, Remote Door Unlock, OnStar Vehicle Diagnostics, Hands-Free Calling, AccidentAssist, Remote Horn and Lights, Information and Convenience Services, and Driving Directions
- LATCH system for child safety seats
- Tire Pressure Monitoring System

CITY MPG**12****HIGHWAY MPG****19**

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition

New

MSRP	\$55,935.00
INSTALLED OPTIONS	
Emissions, Federal Requirements	\$0
Preferred Equipment Group	\$0
• standard equipment	
Solid Paint	\$0
Summit White	\$0
Ebony, Perforated Nuance Leather	\$0
Appointed Seat Trim	
Audio System With Navigation, Am/Fm Stereo With MP3 Compatible CD/DVD Player And DVD Based Navigation	included
Sun, Entertainment And Destinations Package	\$4,790
• (UVB) AM/FM stereo MP3 compatible CD/DVD player and DVD-based navigation	
• (U42) rear seat entertainment system	
• (UVC) rearview camera system and (CF5) power sunroof	
• (CF5) power sunroof	
Sunroof, Power, Tilt Sliding	included
• express-open and close and wind deflector	
License Plate Bracket, Front	\$15
Entertainment System, Rear Seat DVD Player	included
• remote control	
• overhead display	
• 2 sets of 2-channel wireless infrared headphones and auxiliary audio/video input jacks	
Seats, Heated And Cooled, Seat Cushion And Seat Back For Driver And Front Passenger	\$650
Rearview Camera System	included
XM Navtraffic	\$0
Customer Dialogue Network	\$0
Original Shipping Charge	\$950
RETAIL PRICE (ORIGINALLY NEW)	\$62,340.00



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 303-726-5520

EXHIBIT C

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6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE NORTHERN DISTRICT OF CALIFORNIA
8

9 Ramiro Pereda, individually and on behalf
10 of all others similarly situated,

11 Plaintiffs,

12 v.

13 GENERAL MOTORS LLC, et al.,

14 Defendants.
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CLRA VENUE
DECLARATION OF RAMIRO
PEREDA PURSUANT TO
CALIFORNIA CIVIL CODE
SECTION 1780(d)

1 I, RAMIRO PEREDA, declare as follows:

2 1. I have personal knowledge of the facts stated herein and, if called upon to do
3 so, could competently testify thereto.

4 2. I am a Plaintiff in the above-captioned action.

5 3. I submit this declaration in support of the Complaint in this case, which is
6 based in part on violations of the Consumers Legal Remedies Act, California Civil
7 Code section 1750 *et seq.*

8 4. Venue is proper in this judicial District because Defendants conduct business
9 in the counties comprising the Northern District of California. I reside in Alameda
10 County and my vehicle that is the subject of this action is situated in this district.

11 5. The Complaint has been filed in the proper place for trial of this action.

12 I declare under penalty of perjury under the laws of the United States that the
13 foregoing is true and correct to the best of my knowledge.

14 Executed on August 10, 2021 in San Leandro, California.

15
16 By: 

Ramiro Pereda